

ATTORNEY OR FIRM NAME & ADDRESS (Name, State Bar number, and address) Jeffrey M. Judd (SBN 136358) JUDD LAW GROUP LLP 222 Sutter Street, 6th Floor San Francisco, CA 94108 TELEPHONE NO.: 415-597-5500 FAX NO.: 888-308-7686 ATTORNEY FOR NAME: Plaintiff Public Interest Alliance LLC		FILED BY FAX ALAMEDA COUNTY October 03, 2013 CLERK OF THE SUPERIOR COURT By Catherine Green, Deputy CASE NUMBER: RG13697992
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda STREET ADDRESS: 1221 Oak Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, CA BRANCH NAME: Admin Building		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: JUDGE: CLERK:

Items 1-6 below must be completed (see instructions on page 2)

1. Check one box below for the case type that best describes this case.

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (40)	Contract <input type="checkbox"/> Breach of contract/warranty (05) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (16) <input type="checkbox"/> Other contract (37)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (24) <input checked="" type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Other PIP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIP/DWD (23)	Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (35) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
Non-PIP/DWD (Other) Tort <input type="checkbox"/> Business (or unfair business practices) (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/DWD tort (36)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> FIOD (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input type="checkbox"/> Wrongful termination (30) <input type="checkbox"/> Other employment (15)	Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition for arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (33)	Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

3. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input checked="" type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

5. Remedies sought (check all that apply): a. monetary b. nonmonetary, declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): **Action for Enforcement of Proposition 65**

6. This case is is not a class action suit.

7. If there are any known related cases, file and serve a notice of related case (You may use form CM-015.)

Date: **October 2, 2013**
 Jeffrey M. Judd
 (Print Name)  (Signature of Party Agent/Attorney) (Do Not Sign)

NOTICE

- Plaintiff must file this cover sheet with the last paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jeffrey M. Judd (SBN 136358) JUDD LAW GROUP LLP 222 Sutter Street, 6th Floor San Francisco, CA 94108 TELEPHONE NO: 415-597-5500 FAX NO: 888-308-7686 ATTORNEY FOR (Name): Plaintiff Public Interest Alliance LLC	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda STREET ADDRESS: 1221 Oak Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, CA BRANCH NAME: Admin Building	CASE NUMBER: JUDGE: DEPT:
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

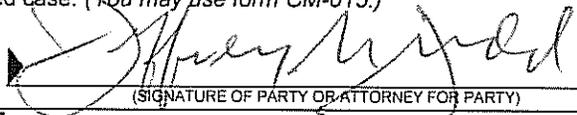
1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input checked="" type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify) 1 Action for Enforcement of Proposition 65
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 2, 2013
Jeffrey M. Judd

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title: *Public Interest Alliance LLC v. Access Bus. Group et al* Case Number:

CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Oakland, Rene C. Davidson Alameda County Courthouse (446) Hayward Hall of Justice (447)
 Pleasanton, Gale-Schenone Hall of Justice (448)

Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)	
Auto Tort	Auto tort (22)	<input type="checkbox"/> 34 Auto tort (G)	Is this an uninsured motorist case? <input type="checkbox"/> yes <input type="checkbox"/> no
Other PI / PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	<input type="checkbox"/> 75 Asbestos (D) <input type="checkbox"/> 89 Product liability (not asbestos or toxic tort/environmental) (G) <input type="checkbox"/> 97 Medical malpractice (G) <input type="checkbox"/> 33 Other PI/PD/WD tort (G)	
Non - PI / PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	<input type="checkbox"/> 79 Bus tort / unfair bus. practice (G) <input type="checkbox"/> 80 Civil rights (G) <input type="checkbox"/> 84 Defamation (G) <input type="checkbox"/> 24 Fraud (G) <input type="checkbox"/> 87 Intellectual property (G) <input type="checkbox"/> 59 Professional negligence - non-medical (G) <input type="checkbox"/> 03 Other non-PI/PD/WD tort (G)	
Employment	Wrongful termination (36) Other employment (15)	<input type="checkbox"/> 38 Wrongful termination (G) <input type="checkbox"/> 85 Other employment (G) <input type="checkbox"/> 53 Labor comm award confirmation <input type="checkbox"/> 54 Notice of appeal - L.C.A.	
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	<input type="checkbox"/> 04 Breach contract / Wrnty (G) <input type="checkbox"/> 81 Collections (G) <input type="checkbox"/> 86 Ins. coverage - non-complex (G) <input type="checkbox"/> 98 Other contract (G)	
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	<input type="checkbox"/> 18 Eminent domain / Inv Cdm (G) <input type="checkbox"/> 17 Wrongful eviction (G) <input type="checkbox"/> 36 Other real property (G)	
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	<input type="checkbox"/> 94 Unlawful Detainer - commercial <input type="checkbox"/> 47 Unlawful Detainer - residential <input type="checkbox"/> 21 Unlawful detainer - drugs	Is the deft. in possession of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	<input type="checkbox"/> 41 Asset forfeiture <input type="checkbox"/> 62 Pet. re: arbitration award <input type="checkbox"/> 49 Writ of mandate <input type="checkbox"/> 64 Other judicial review	Is this a CEQA action (Publ.Res.Code section 21000 et seq) <input type="checkbox"/> Yes <input type="checkbox"/> No
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	<input type="checkbox"/> 77 Antitrust / Trade regulation <input type="checkbox"/> 82 Construction defect <input type="checkbox"/> 78 Claims involving mass tort <input type="checkbox"/> 91 Securities litigation <input checked="" type="checkbox"/> 93 Toxic tort / Environmental <input type="checkbox"/> 95 Ins covrg from complex case type	
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/> 19 Enforcement of judgment <input type="checkbox"/> 08 Confession of judgment	
Misc Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	<input type="checkbox"/> 90 RICO (G) <input type="checkbox"/> 88 Partnership / Corp. governance (G) <input type="checkbox"/> 68 All other complaints (G)	
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/> 06 Change of name <input type="checkbox"/> 69 Other petition	

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5 Attorneys for Plaintiff
6 Public Interest Alliance LLC

FILED BY FAX
ALAMEDA COUNTY

October 03, 2013

CLERK OF
THE SUPERIOR COURT
By Catherine Green, Deputy

CASE NUMBER:
RG13697992

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 FOR THE COUNTY OF ALAMEDA

9 UNLIMITED CIVIL JURISDICTION

10 PUBLIC INTEREST ALLIANCE LLC, a
11 California limited liability company

12 Plaintiff,

13 vs.

14 Access Business Group, LLC; Amway Global
Services Inc.; AHAVA North America, LLC;
15 Alessandro International GmbH; Alfalfa Nail
Supply, Inc.; Allure Labs, Inc.; Almay, Inc.; Alocette
16 Cosmetics Inc.; Amazing Cosmetics, Inc.;
Anastasia Beverly Hills; Arbonne International
17 LLC; Arcona, Inc.; Armand Dupree Inc.; Aubrey
Organics Inc.; Aveda Corporation; Avon Products
18 Inc.; Bare Escentrals Beauty, Inc.; BeautiControl,
Inc.; Beauty 21 Cosmetics, Inc.; Beauty Treats
19 International Co., Inc.; Becca, Inc. Benefit
Cosmetics LLC; Beyond the Zone, Inc.; Bobbi
20 Brown Professional Cosmetics Services Inc.; Bonnie
Bell LLC; Brentwood Beauty Laboratories Int'l.,
21 Inc.; CALEEL+HAYDEN, LLC dba
gloProfessional; Cargo Cosmetics Corporation;
22 Chanel, Inc.; Charlotte Ranson LLC; Christian
Dior, Inc.; Clarins USA Inc.; Color Science, Inc.;
23 Cos. Brands, LLC; CosmocoTechs, LLC; Coty US
LLC; Cover FX Skin Care Limited; Dermalogica,
24 Inc.; DermaQuest, Inc.; DHC USA Incorporated;
New Dolee & Gabbana USA Inc.; Dr. Hauschka
25 Skin Care; DuWop Cosmetics/Loin Cosmetics
LLC; Elizabeth Arden, Inc.; Estee Lauder, Inc.;
26 Fashion Fair Direct, LLC; Femme Couture
International, Inc.; Freeze 24/7 International LLC;
27 Fresh, Inc.; Fusion Brands, Inc.; Gucci America,

Case No. _____

COMPLAINT FOR INJUNCTIVE RELIEF
AND CIVIL PENALTIES

(Cal. Health & Safety Code section 25249.6 *et seq.*)

28

Case No. _____
COMPLAINT FOR INJ. RELIEF & CIVIL PENALTIES

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5 Attorneys for Plaintiff
Public Interest Alliance LLC
6

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF ALAMEDA
9 UNLIMITED CIVIL JURISDICTION

10 PUBLIC INTEREST ALLIANCE LLC, a
11 California limited liability company

12 Plaintiff,

13 vs.

14 Access Business Group, LLC; Amway Global
Services Inc.; AHAVA North America, LLC;
15 Alessandro International GmbH; Alfalfa Nail
Supply, Inc.; Allure Labs, Inc.; Almay, Inc.; Aloette
16 Cosmetics Inc.; Amazing Cosmetics, Inc.;
Anastasia Beverly Hills; Arbonne International
17 LLC; Arcona, Inc.; Armand Dupree Inc.; Aubrey
Organics Inc.; Aveda Corporation; Avon Products
18 Inc.; Bare Escentuals Beauty, Inc.; BeautiControl,
Inc.; Beauty 21 Cosmetics, Inc.; Beauty Treats
19 International Co., Inc.; Becca, Inc. Benefit
Cosmetics LLC; Beyond the Zone, Inc.; Bobbi
20 Brown Professional Cosmetics Services Inc.; Bonne
Bell LLC; Brentwood Beauty Laboratories Int'l.,
21 Inc.; CALEEL+HAYDEN, LLC dba
gloProfessional; Cargo Cosmetics Corporation;
22 Chanel, Inc.; Charlotte Ronson LLC; Christian
Dior, Inc.; Clarins USA Inc.; Color Science, Inc.;
23 Cos. Brands, LLC; CosmecuTechs, LLC; Coty US
LLC; Cover FX Skin Care Limited; Dermalogica,
24 Inc.; DermaQuest, Inc.; DHC USA Incorporated;
New Dolce & Gabbana USA Inc.; Dr. Hauschka
25 Skin Care; DuWop Cosmetics/Lola Cosmetics
LLC; Elizabeth Arden, Inc.; Estee Lauder, Inc.;
26 Fashion Fair Direct, LLC; Femme Couture
International, Inc.; Freeze 24/7 International LLC;
27 Fresh, Inc.; Fusion Brands, Inc.; Gucci America,

) Case No. _____

) **COMPLAINT FOR INJUNCTIVE RELIEF
AND CIVIL PENALTIES**

) **(Cal. Health & Safety Code section 25249.6 et
seq.)**

28 1

1 Inc.; Guerlain, Inc.; Illamasqua LTD.; Innovative)
 2 Skincare LLC; Iredale Mineral Cosmetics, LTD.;)
 3 Jean Philippe Fragrances LLC; Josie Maran)
 4 Cosmetics, LLC; Kat Von D, Inc.; Korres, a)
 5 division of Johnson & Johnson Consumer)
 6 Companies, Inc.; La Bella Donna, LTD.; Laura)
 7 Mercier/Gurwitch Products, LLC; Lorac Cosmetics,)
 8 Inc.; Malaleuca, Inc.; Max Factor & Company; Max)
 9 Huber Research Labs, Inc.; Merle Norman)
 10 Cosmetics, Inc.; Murad, Inc.; Nail Systems)
 11 International/NSI; NARS Cosmetics, Inc.;)
 12 Neutrogena Corporation; Nippon Menard Cosmetic)
 13 Co., Ltd.; No Lift Nails Inc.; Laboratories; Peter)
 14 Thomas Roth Labs, LLC; Prescriptives, Inc.;)
 15 Proctor & Gamble, Inc.; Pur Minerals, Inc.; Revlon)
 16 Holdings, Inc.; Shiseido Co., Ltd.; Sisley Cosmetics)
 17 USA Inc.; Smashbox Beauty Cosmetics, Inc.; Soap)
 18 & Glory USA LLC; Stila Styles LLC; Studio Gear)
 19 Cosmetics, Inc.; Tarte Inc.; Too Faced Cosmetics,)
 20 LLC; Trish McEvoy LTD; True Cosmetics, LLC;)
 21 Young Nails, Inc.; Yves Rocher Inc.; and DOES 1-)
 22 300,)

23 Defendants.)

24 Plaintiff Public Interest Alliance LLC (“PIA”) makes the following allegations in the public
 25 interest:

26 **NATURE OF SUIT**

27 1. This complaint seeks to remedy defendants’ continuing failure to warn individuals in California
 28 that they are being exposed to Titanium Dioxide (airborne, unbound particles of respirable size)
 (hereafter, “TiO2”), a chemical known to the State of California to cause cancer, when they use certain
 cosmetic and personal care powder products manufactured, distributed, sold and or offered for sale or
 use to California consumers.

2. TiO2 is a chemical used in many cosmetic and personal care powders for its brightening,
 coloring, and sun-protection properties. TiO2 has been determined to be carcinogenic on the basis of
 the so-called Labor Code mechanism (Cal. Health & Safety Code section 25249.8, subs. (a)). Pursuant
 to the California Health and Safety Code, TiO2 was properly added to the list of chemicals known to
 the State of California to cause cancer as of September 2, 2011.

3. Under California’s Safe Drinking Water and Toxic Enforcement Act of 1986, California Health

1 & Safety Code Section 25249.6 *et seq.* (“Proposition 65”), “[n]o person in the course of doing business
2 shall knowingly and intentionally expose any individual to a chemical known to the state to cause
3 cancer . . . without first giving clear and reasonable warning to such individual.” (Cal. Health & Safety
4 Code § 25249.6).

5 4. Defendants cause products containing TiO₂ to be sold in California as follows:

6 a. Defendant Access Business Group, LLC, a Nevada limited liability company,
7 (“Access”), together with defendant Amway Global Services, Inc., a Nevada corporation (“Amway”),
8 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
9 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
10 including, without limitation, Amway Global Artistry Eye Color (collectively, the “Amway
11 Products”), which are comprised, in part, of TiO₂ and that, when used as reasonably expected, expose
12 consumers to airborne, unbound TiO₂ particles of respirable size.

13 b. Defendant AHAVA North America, LLC, a New York limited liability company,
14 (“AHAVA”), manufactures, causes to be manufactured, distributes, causes to be distributed, imports,
15 causes to be imported, sells and/or otherwise offers for sale in California, cosmetic and personal care
16 powders, including, without limitation, AHAVA Deadsea Algae Loose Mineral Makeup Care Powder,
17 Dune 0.18 oz (5 g) (collectively, the “AHAVA Products”), which are comprised, in part, of TiO₂ and
18 that expose consumers to airborne, unbound TiO₂ particles of respirable size when used as reasonably
19 expected.

20 c. Defendant Alessandro International GmbH (“Alessandro”), manufactures, causes to be
21 manufactured, distributes, causes to be distributed, imports, causes to be imported, sells and/or
22 otherwise offers for sale in California, cosmetic and personal care powders, including, without
23 limitation, Perdix Silky Touch Clean & Fresh Foot Powder (Item #67-004)(collectively, the “Perdix
24 Products”), which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound
25 TiO₂ particles of respirable size when used as reasonably expected.

26 d. Defendant Alfalfa Nail Supply, Inc., a Louisiana corporation (“Alfalfa”), manufactures,
27 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
28

1 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
2 limitation; mix powder, powder mix, fast set powder (collectively, the "Alfalfa Products"), which are
3 comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of
4 respirable size when used as reasonably expected.

5 e. Defendant Allure Labs, Inc., a California corporation ("Allure"), manufactures, causes
6 to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells and/or
7 otherwise offers for sale in California, cosmetic and personal care powders, including, without
8 limitation, Brown Sugar Powder Sunscreen (collectively, the "Allure Products"), which are comprised,
9 in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of respirable size when
10 used as reasonably expected.

11 f. Defendant Almay, Inc., a Delaware corporation ("Almay"), manufactures, causes to be
12 manufactured, distributes, causes to be distributed, imports, causes to be imported, sells and/or
13 otherwise offers for sale in California, cosmetic and personal care powders, including, without
14 limitation, Almay Nearly Naked Loose Powder For Normal/Combo Skin (collectively, the "Almay
15 Products"), which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound
16 TiO₂ particles of respirable size when used as reasonably expected

17 g. Defendant Aloette Cosmetics, Inc., a Pennsylvania corporation ("Aloette"),
18 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
19 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
20 including, without limitation, Aloette Conceal-Away Duo (collectively, the "Aloette Products"), which
21 are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of
22 respirable size when used as reasonably expected.

23 h. Defendant Amazing Cosmetics, Inc., an Illinois corporation ("Amazing Cosmetics"),
24 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
25 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
26 including, without limitation, Amazing Cosmetics Velvet Mineral Powder Foundation Light Golden,
27 (collectively, the "Amazing Products"), which are comprised, in part, of TiO₂ and that expose

1 consumers to airborne, unbound TiO2 particles of respirable size when used as reasonably expected.

2 i. Defendant Anastasia Beverly Hills, Inc., a California corporation (“Anastasia”),
3 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
4 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
5 including, without limitation, Anastasia Brow Powder Duo (collectively, the “Anastasia Products”),
6 which are comprised, in part, of TiO2 and that expose consumers to airborne, unbound TiO2 particles
7 of respirable size when used as reasonably expected.

8 j. Defendant Arbonne International LLC, an Delaware corporation (“Arbonne”),
9 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
10 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
11 including, without limitation, About Natural Radiance Mineral Powder Foundation SPF 15,
12 (collectively, the “Arbonne Products”), which are comprised, in part, of TiO2 and that expose
13 consumers to airborne, unbound TiO2 particles of respirable size when used as reasonably expected.

14 k. Defendant Arcona, Inc., a California corporation (“Arcona”), manufactures, causes to
15 be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells and/or
16 otherwise offers for sale in California, cosmetic and personal care powders, including, without
17 limitation, Arcona Nearly Invisible SPF 30 Dry Mineral Powder (collectively, the “Arcona Products”),
18 which are comprised, in part, of TiO2 and that, when used as reasonably expected, expose consumers
19 to airborne, unbound TiO2 particles of respirable size when used as reasonably expected.

20 l. Defendant Armand Dupree Inc., a Delaware corporation (“Armand Dupree”),
21 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
22 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
23 including, without limitation, Face Powder (Mini Rubor Bronze), (collectively, the “Armand Dupree
24 Products”), which are comprised, in part, of TiO2 and that expose consumers to airborne, unbound
25 TiO2 particles of respirable size when used as reasonably expected.

26 m. Defendant Aubrey Organics Inc., a Florida corporation (“Aubrey”), manufactures,
27 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells

1 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
2 limitation, Silken Earth Powder Blush – Bronzed Earth Peach, (collectively, the “Aubrey Products”),
3 which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles
4 of respirable size when used as reasonably expected.

5 n. Defendant Aveda Corporation, a Minnesota corporation (“Aveda”), manufactures,
6 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
7 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
8 limitation, Petal Essence Single Eye Shadow, (collectively, the “Aveda Products”), which are
9 comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of
10 respirable size when used as reasonably expected.

11 o. Defendant Avon Products, Inc., a Delaware corporation (“Avon”), manufactures, causes
12 to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells and/or
13 otherwise offers for sale in California, cosmetic and personal care powders, including, without
14 limitation, Smooth Minerals Powder Foundation (collectively, the “Avon Products”), which are
15 comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of
16 respirable size when used as reasonably expected.

17 p. Defendant Bare Escentuals Beauty, Inc., a Delaware corporation (“Bare Escentuals”),
18 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
19 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
20 including, without limitation, bareMinerals Original Foundation Broad Spectrum SPF 15 (collectively,
21 the “Bare Escentuals Products”), which are comprised, in part, of TiO₂ and that expose consumers to
22 airborne, unbound TiO₂ particles of respirable size when used as reasonably expected.

23 q. Defendant BeautiControl, Inc., a Delaware corporation (“BeautiControl”),
24 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
25 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
26 including, without limitation, BC Color – Mineral Blush (collectively, the “BeautiControl Products”),
27 which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles

1 of respirable size when used as reasonably expected.

2 r. Defendant Beauty 21 Cosmetics, Inc., a California corporation (“Beauty 21”),
3 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
4 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
5 including, without limitation, Beauty 21-Arissa Single Blush (collectively, the “Beauty 21 Products”),
6 which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles
7 of respirable size when used as reasonably expected.

8 s. Defendant Beauty Treats International Co., Inc., a California corporation (“Beauty
9 Treats”), manufactures, causes to be manufactured, distributes, causes to be distributed, imports,
10 causes to be imported, sells and/or otherwise offers for sale in California, cosmetic and personal care
11 powders, including, without limitation, Beauty Treats Blushes (collectively, the “Beauty Treats
12 Products”), which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound
13 TiO₂ particles of respirable size when used as reasonably expected.

14 t. Defendant Becca, Inc., a California corporation (“Becca”), manufactures, causes to be
15 manufactured, distributes, causes to be distributed, imports, causes to be imported, sells and/or
16 otherwise offers for sale in California, cosmetic and personal care powders, including, without
17 limitation, Becca Mineral Bronzing Powder (collectively, the “Becca Products”), which are comprised,
18 in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of respirable size when
19 used as reasonably expected.

20 u. Defendant Benefit Cosmetics LLC, a Delaware limited liability company doing
21 business as Benefit San Francisco (“Benefit”), manufactures, causes to be manufactured, distributes,
22 causes to be distributed, imports, causes to be imported, sells and/or otherwise offers for sale in
23 California, cosmetic and personal care powders, including, without limitation, Benefit Longwear
24 Powder Shadew and Benefit Hoola Bronzing Powder (collectively, the “Benefit Products”), which are
25 comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of
26 respirable size when used as reasonably expected.

27 v. Beyond the Zone, Inc., a Delaware corporation (“Beyond the Zone”), manufactures,

1 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
2 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
3 limitation, Beyond the Zone Color Bombz Temporary Haircolor (collectively, the “Beyond the Zone
4 Products”), which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound
5 TiO₂ particles of respirable size when used as reasonably expected.

6 w. Defendant Bobbi Brown Professional Cosmetics Services Inc. a Delaware corporation
7 (“Bobbi Brown”), manufactures, causes to be manufactured, distributes, causes to be distributed,
8 imports, causes to be imported, sells and/or otherwise offers for sale in California, cosmetic and
9 personal care powders, including, without limitation, Bobbi Brown Creamy Concealer Kit
10 (collectively, the “Bobbi Brown Products”), which are comprised, in part, of TiO₂ and that expose
11 consumers to airborne, unbound TiO₂ particles of respirable size when used as reasonably expected.

12 x. Defendant Bonne Bell LLC, a Nevada limited liability company dba The Bonne Bell
13 Company (“Bonne Bell”), manufactures, causes to be manufactured, distributes, causes to be
14 distributed, imports, causes to be imported, sells and/or otherwise offers for sale in California,
15 cosmetic and personal care powders, including, without limitation, Smackers Get Glowin’ blushes,
16 Smackers Dazzle Dust, Bonne Bell Blush ‘n Glow, Bonne Bell Blend ‘n Glow, Bonne Bell Powder
17 Bronze, and Formula 10.0.6 Deep Down Detox Ultra-Cleansing Mud Mask (collectively, the “Bonne
18 Bell Products”), which are comprised, in part, of TiO₂ and that expose consumers to airborne,
19 unbound TiO₂ particles of respirable size when used as reasonably expected.

20 y. Defendant Brentwood Beauty Laboratories Int’l, Inc., a Texas corporation
21 (“Brentwood”), manufactures, causes to be manufactured, distributes, causes to be distributed, imports,
22 causes to be imported, sells and/or otherwise offers for sale in California, cosmetic and personal care
23 powders, including, without limitation, Beauty Secrets Acrylic Powder (collectively, the Brentwood
24 Products”), which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound
25 TiO₂ particles of respirable size when used as reasonably expected.

26 z. Defendant CALEEL+HAYDEN, LLC, a Delaware limited liability company doing
27 business as “gloProfessional” (“gloProfessional”), manufactures, causes to be manufactured,

1 distributes, causes to be distributed, imports, causes to be imported, sells and/or otherwise offers for
2 sale in California, cosmetic and personal care powders, including, without limitation, gloMinerals SPF
3 30 Powder (collectively, the “gloProfessional Products”), which are comprised, in part, of TiO₂ and
4 that expose consumers to airborne, unbound TiO₂ particles of respirable size when used as reasonably
5 expected.

6 aa. Defendant Cargo Cosmetics Corporation, an Ontario corporation (“Cargo”),
7 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
8 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
9 including, without limitation, Cargo Bronzer-Medium (collectively, the “Cargo Products”), which are
10 comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of
11 respirable size when used as reasonably expected.

12 bb. Defendant Chanel, Inc., a New York corporation (“Chanel”), manufactures, causes to be
13 manufactured, distributes, causes to be distributed, imports, causes to be imported, sells and/or
14 otherwise offers for sale in California, cosmetic and personal care powders, including, without
15 limitation, Chanel Powder Blushes (collectively, the “Chanel Products”), which are comprised, in part,
16 of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of respirable size when used
17 as reasonably expected.

18 cc. Defendant Charlotte Ronson LLC, a New York limited liability company, (“Charlotte
19 Ronson”), manufactures, causes to be manufactured, distributes, causes to be distributed, imports,
20 causes to be imported, sells and/or otherwise offers for sale in California, cosmetic and personal care
21 powders, including, without limitation, Charlotte Ronson 3 X A Charm Luminizer, Blush, Bronzer
22 (collectively, the “Charlotte Ronson Products”), which are comprised, in part, of TiO₂ and that expose
23 consumers to airborne, unbound TiO₂ particles of respirable size when used as reasonably expected.

24 dd. Defendant Christian Dior, Inc., a New York corporation (“Dior”), manufactures, causes
25 to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells and/or
26 otherwise offers for sale in California, cosmetic and personal care powders, including, without
27 limitation, Dior Snow White Reveal UV Shield Loose Powder (collectively, the “Dior Products”),
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1 which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles
2 of respirable size when used as reasonably expected.

3 ee. Defendant Clarins USA Inc., a New York corporation (“Clarins”), manufactures, causes
4 to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells and/or
5 otherwise offers for sale in California, cosmetic and personal care powders, including, without
6 limitation, Clarins Everlasting Compact Foundation SPF 15 (collectively, the “Clarins Products”),
7 which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles
8 of respirable size when used as reasonably expected.

9 ff. Defendant Color Science, Inc., a California corporation (“Color Science”),
10 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
11 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
12 including, without limitation, ColoreScience SPF 50 Brush Sunforgettable Mineral Powder Sun
13 Protection, Medium (collectively, the “ColorScience Products”), which are comprised, in part, of
14 TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of respirable size when used as
15 reasonably expected.

16 gg. Defendant Cos. Brands, LLC, a New York limited liability company, (“Cos. Brands”),
17 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
18 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
19 including, without limitation, 24.7 Anti-Aging Mineral Blush (collectively, the “Cos. Brands
20 Products”), which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound
21 TiO₂ particles of respirable size when used as reasonably expected.

22 hh. Defendant Cosmeceutechs, LLC, a Virginia corporation (“Cosmeceutechs”),
23 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
24 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
25 including, without limitation, PRIORI® CoffeeBerry® Perfecting Minerals Foundation SPF 25 - 2
26 (collectively, the “Priori® Products”), which are comprised, in part, of TiO₂ and that expose
27 consumers to airborne, unbound TiO₂ particles of respirable size when used as reasonably expected.

1 ii. Defendant Coty US LLC, a Delaware limited liability company (“Coty”), manufactures,
2 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
3 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
4 limitation, Coty Airspun Face Powder (collectively, the “Coty Products”), which are comprised, in
5 part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of respirable size when
6 used as reasonably expected.

7 jj. Defendant Cover FX Skin Care Limited, a Delaware corporation (“Cover FX”),
8 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
9 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
10 including, without limitation, Cover FX Illuminator (collectively, the “Cover FX Products”), which are
11 comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of
12 respirable size when used as reasonably expected.

13 kk. Defendant Dermalogica, Inc., a California corporation (“Dermalogica”), manufactures,
14 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
15 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
16 limitation, Dermalogica Daily Microliant (rice-powder-based formula/aerosol) (collectively, the
17 “Dermalogica Products”), which are comprised, in part, of TiO₂ and that expose consumers to
18 airborne, unbound TiO₂ particles of respirable size when used as reasonably expected.

19 ll. Defendant DermaQuest, Inc., a California corporation (“DermaQuest”), manufactures,
20 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
21 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
22 limitation, DermaQuest™ On-the-Go Finishing Powder SPF 30 (collectively, the “DermaQuest™
23 Products”), which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound
24 TiO₂ particles of respirable size when used as reasonably expected.

25 mm. Defendant DHC USA Incorporated, a California corporation (“DHC”), manufactures,
26 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
27 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
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1 limitation, DHC Face Color Palette (collectively, the “DHC Products”), which are comprised, in part,
2 of TiO2 and that expose consumers to airborne, unbound TiO2 particles of respirable size when used
3 as reasonably expected.

4 nn. Defendant Dolce & Gabbana USA Inc., whose new name is New Dolce & Gabbana
5 USA Inc., a Delaware corporation (“Dolce & Gabbana”), manufactures, causes to be manufactured,
6 distributes, causes to be distributed, imports, causes to be imported, sells and/or otherwise offers for
7 sale in California, cosmetic and personal care powders, including, without limitation, Dolce &
8 Gabbana Illuminator Glow Illuminating Powder (collectively, the “Dolce & Gabbana Products”),
9 which are comprised, in part, of TiO2 and that expose consumers to airborne, unbound TiO2 particles
10 of respirable size when used as reasonably expected.

11 oo. Defendant Dr. Hauschka Skin Care, a Massachusetts corporation (“Dr. Hauschka”),
12 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
13 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
14 including, without limitation, Dr. Hauschka Bronzing Powder (collectively, the “Dr. Hauschka
15 Products”), which are comprised, in part, of TiO2 and that expose consumers to airborne, unbound
16 TiO2 particles of respirable size when used as reasonably expected.

17 pp. Defendant DuWop Cosmetics /Lola Cosmetics LLC, a California limited liability
18 company, (“DuWop”), manufactures, causes to be manufactured, distributes, causes to be distributed,
19 imports, causes to be imported, sells and/or otherwise offers for sale in California, cosmetic and
20 personal care powders, including, without limitation, DuWop Crush Heavy Metal Metallic Eyeshadow
21 - 18 carat (collectively, the “DuWop Products”), which are comprised, in part, of TiO2 and that expose
22 consumers to airborne, unbound TiO2 particles of respirable size when used as reasonably expected.

23 qq. Defendant Elizabeth Arden, Inc., a Florida corporation (“Elizabeth Arden”),
24 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
25 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
26 including, without limitation; Alfred Sung-Sung Dusting Powder, and Elizabeth Arden Cermide Skin
27 Soothing Loose Powder, Translucent (collectively, the “Elizabeth Arden Products”), which are

1 comprised, in part, of TiO2 and that expose consumers to airborne, unbound TiO2 particles of
2 respirable size when used as reasonably expected.

3 rr. Defendant Estée Lauder, Inc., a Delaware corporation (“Estée Lauder”), manufactures,
4 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
5 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
6 limitation, Estée Lauder Double Wear Mineral Rich Loose Powder Makeup (collectively, the “Estée
7 Lauder Products”), which are comprised, in part, of TiO2 and that expose consumers to airborne,
8 unbound TiO2 particles of respirable size when used as reasonably expected.

9 ss. Defendant Fashion Fair Direct, LLC, a Delaware limited liability company, (“Fashion
10 Fair”), manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes
11 to be imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
12 including, without limitation, Fashion Fair Fragrance Free Pressed Powder (collectively, the “Fashion
13 Fair Products”), which are comprised, in part, of TiO2 and that expose consumers to airborne, unbound
14 TiO2 particles of respirable size when used as reasonably expected.

15 tt. Defendant Femme Couture International, Inc., a Delaware corporation (“Femme
16 Couture”), manufactures, causes to be manufactured, distributes, causes to be distributed, imports,
17 causes to be imported, sells and/or otherwise offers for sale in California, cosmetic and personal care
18 powders, including, without limitation, Femme Couture Mineral Effects Loose Mineral Makeup
19 (collectively, the “Femme Couture Products”), which are comprised, in part, of TiO2 and that expose
20 consumers to airborne, unbound TiO2 particles of respirable size when used as reasonably expected.

21 uu. Defendant Freeze 24/7 International LLC, a New York limited liability company,
22 (“Freeze 24/7”), manufactures, causes to be manufactured, distributes, causes to be distributed,
23 imports, causes to be imported, sells and/or otherwise offers for sale in California, cosmetic and
24 personal care powders, including, without limitation, Freeze 24/7 Age-Less Mineral Foundations
25 (collectively, the “Freeze 24/7 Products”), which are comprised, in part, of TiO2 and that expose
26 consumers to airborne, unbound TiO2 particles of respirable size when used as reasonably expected.

27 vv. Defendant Fresh, Inc., a Delaware corporation (“Fresh”), manufactures, causes to be
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1 manufactured, distributes, causes to be distributed, imports, causes to be imported, sells and/or
2 otherwise offers for sale in California, cosmetic and personal care powders, including, without
3 limitation, Fresh Seventh Veil Face Luster Pressed Powder (collectively, the “Fresh Products”), which
4 are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of
5 respirable size when used as reasonably expected.

6 ww. Defendant Fusion Brands, Inc., a Delaware corporation (“Fusion Brands”),
7 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
8 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
9 including, without limitation, Virtual Finishing Powder (collectively, the “Fusion Brands Products”),
10 which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles
11 of respirable size when used as reasonably expected.

12 xx. Defendant Gucci America, Inc., a New York corporation (“Gucci”), manufactures,
13 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
14 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
15 limitation, Gucci Guilty Body Shimmer Powder (collectively, the “Gucci Products”), which are
16 comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of
17 respirable size when used as reasonably expected.

18 yy. Defendant Guerlain, Inc., a New York corporation (“Guerlain”), manufactures, causes
19 to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells and/or
20 otherwise offers for sale in California, cosmetic and personal care powders, including, without
21 limitation, Guerlain Meteorites Compact Powder (collectively, the “Guerlain Products”), which are
22 comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of
23 respirable size when used as reasonably expected.

24 zz. Defendant Illamasqua LTD, a Delaware corporation (“Illamasqua”), manufactures,
25 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
26 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
27 limitation, Illamasqua Powder Eye Shadow and Illamasqua Loose Powder Translucent Powder

1 (collectively, the “Illamasqua Products”), which are comprised, in part, of TiO2 and that expose
2 consumers to airborne, unbound TiO2 particles of respirable size when used as reasonably expected.

3 aaa. Defendant Innovative Skincare LLC, a California limited liability company,
4 (“Innovative Skincare”), manufactures, causes to be manufactured, distributes, causes to be distributed,
5 imports, causes to be imported, sells and/or otherwise offers for sale in California, cosmetic and
6 personal care powders, including, without limitation, iS Clinical SPF 20 Powder Sunscreen -
7 Translucent (collectively, the “iS Clinical Products”), which are comprised, in part, of TiO2 and that
8 expose consumers to airborne, unbound TiO2 particles of respirable size when used as reasonably
9 expected.

10 bbb. Defendant Iredale Mineral Cosmetics, LTD., a Delaware corporation (“Iredale”),
11 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
12 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
13 including, without limitation, Jane Iredale Powder Me, Dry Sunscreen, SPF 30 (collectively, the
14 “Iredale Products”), which are comprised, in part, of TiO2 and that expose consumers to airborne,
15 unbound TiO2 particles of respirable size when used as reasonably expected.

16 ccc. Defendant Jean Philippe Fragrances LLC, a New York limited liability company, (“Jean
17 Philippe”), manufactures, causes to be manufactured, distributes, causes to be distributed, imports,
18 causes to be imported, sells and/or otherwise offers for sale in California, cosmetic and personal care
19 powders, including, without limitation, Aziza Powder Foundation (collectively, the “Jean Philippe
20 Products”), which are comprised, in part, of TiO2 and that expose consumers to airborne, unbound
21 TiO2 particles of respirable size when used as reasonably expected.

22 ddd. Defendant Josie Maran Cosmetics, LLC, a Delaware limited liability company, (“Josie
23 Maran”), manufactures, causes to be manufactured, distributes, causes to be distributed, imports,
24 causes to be imported, sells and/or otherwise offers for sale in California, cosmetic and personal care
25 powders, including, without limitation, Josie Maran Argan Brightening Bronzer Sun Spot Corrector
26 (collectively, the “Josie Maran Products”), which are comprised, in part, of TiO2 and that expose
27 consumers to airborne, unbound TiO2 particles of respirable size when used as reasonably expected.

1 eee. Defendant Kat Von D, Inc., a California corporation (“Kat Von D”), manufactures,
2 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
3 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
4 limitation, Kat Von D Everlasting Blush (collectively, the “Kat Von D Products”), which are
5 comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of
6 respirable size when used as reasonably expected.

7 fff. Defendant Korres, a division of Johnson & Johnson Consumer Companies, Inc., a
8 Delaware corporation (“Johnson & Johnson”), manufactures, causes to be manufactured, distributes,
9 causes to be distributed, imports, causes to be imported, sells and/or otherwise offers for sale in
10 California, cosmetic and personal care powders, including, without limitation, Korres Wild Rose
11 Illuminating Powder (collectively, the “Korres Products”), which are comprised, in part, of TiO₂ and
12 that expose consumers to airborne, unbound TiO₂ particles of respirable size when used as reasonably
13 expected.

14 ggg. Defendant La Bella Donna, LTD., a California corporation (“La Bella Donna”),
15 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
16 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
17 including, without limitation, La Bella Donna Minerals On The Go and Tickle Time Sun Block
18 (collectively, the “La Bella Donna Products”), which are comprised, in part, of TiO₂ and that expose
19 consumers to airborne, unbound TiO₂ particles of respirable size when used as reasonably expected.

20 hhh. Defendant Laura Mercier/Gurwitch Products, LLC, a Delaware limited liability
21 company, (“Laura Mercier”), manufactures, causes to be manufactured, distributes, causes to be
22 distributed, imports, causes to be imported, sells and/or otherwise offers for sale in California,
23 cosmetic and personal care powders, including, without limitation, Laura Mericer Mineral Powder SPF
24 15 (collectively, the “Laura Mercier Products”), which are comprised, in part, of TiO₂ and that expose
25 consumers to airborne, unbound TiO₂ particles of respirable size when used as reasonably expected.

26 iii. Defendant Lorac Cosmetics, Inc., a California corporation (“Lorac”), manufactures,
27 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells

1 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
2 limitation, Lorac TANTalizer Highlighter & Matte Bronzer duo (collectively, the “Lorac Products”),
3 which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles
4 of respirable size when used as reasonably expected.

5 jjj. Defendant Malaleuca, Inc., an Idaho corporation (“Malaleuca”), manufactures, causes
6 to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells and/or
7 otherwise offers for sale in California, cosmetic and personal care powders, including, without
8 limitation, Nicole Miller Final Touch Loose Powder (collectively, the “Malaleuca Products”), which
9 are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of
10 respirable size when used as reasonably expected.

11 kkk. Defendant Max Factor & Company, a Delaware corporation (“Max Factor”),
12 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
13 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
14 including, without limitation, Max Factor Loose Powder (collectively, the “Max Factor Products”),
15 which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles
16 of respirable size when used as reasonably expected.

17 lll. Defendant Max Huber Research Labs, Inc., a Delaware corporation (“Max Huber”),
18 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
19 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
20 including, without limitation, Skincolor de la Mer – The Treatment Powder Foundation (collectively,
21 the “Max Huber Products”), which are comprised, in part, of TiO₂ and that expose consumers to
22 airborne, unbound TiO₂ particles of respirable size when used as reasonably expected.

23 mmm. Defendant Merle Norman Cosmetics, Inc., a California corporation (“Merle Norman”),
24 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
25 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
26 including, without limitation, Luxiva Purely Mineral Loose Powder (collectively, the “Merle Norman
27 Products”), which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound
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1 TiO2 particles of respirable size when used as reasonably expected.

2 nnn. Defendant Murad, Inc., a California corporation (“Murad”), manufactures, causes to be
3 manufactured, distributes, causes to be distributed, imports, causes to be imported, sells and/or
4 otherwise offers for sale in California, cosmetic and personal care powders, including, without
5 limitation, Professional Eye Renewal Mask Treatment Powder (collectively, the “Murad Products”),
6 which are comprised, in part, of TiO2 and that expose consumers to airborne, unbound TiO2 particles
7 of respirable size when used as reasonably expected.

8 ooo. Defendant Nail Systems International/NSI, a Pennsylvania corporation (“NSI”),
9 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
10 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
11 including, without limitation, Attraction Nail Powders (collectively, the “NSI Products”), which are
12 comprised, in part, of TiO2 and that expose consumers to airborne, unbound TiO2 particles of
13 respirable size when used as reasonably expected.

14 ppp. Defendant NARS Cosmetics, Inc, a Delaware corporation (“NARS”), manufactures,
15 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
16 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
17 limitation, NARS Loose Powder with Applicator Puff, Snow 1.2 oz (35 g) (collectively, the “NARS
18 Products”), which are comprised, in part, of TiO2 and that expose consumers to airborne, unbound
19 TiO2 particles of respirable size when used as reasonably expected.

20 qqq. Defendant Neutrogena Corporation, a Delaware corporation (“Neutrogena”),
21 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
22 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
23 including, without limitation, Neutrogena Mineral Shear Powder Foundation (collectively, the
24 “Neutrogena Products”), which are comprised, in part, of TiO2 and that expose consumers to airborne,
25 unbound TiO2 particles of respirable size when used as reasonably expected.

26 rrr. Defendant Nippon Menard Cosmetic Co., Ltd., a Japan corporation (“Nippon Menard”),
27 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be

1 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
2 including, without limitation, Jupier Face Powder (collectively, the “Nippon Menard Products”), which
3 are comprised, in part, of TiO2 and that expose consumers to airborne, unbound TiO2 particles of
4 respirable size when used as reasonably expected

5 sss. Defendant No Lift Nails Inc., a California corporation (“No Lift Nails”), manufactures,
6 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
7 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
8 limitation, No Lift Nails Acrylic Nail Powder (collectively, the “No Lift Nails Products”), which are
9 comprised, in part, of TiO2 and that expose consumers to airborne, unbound TiO2 particles of
10 respirable size when used as reasonably expected.

11 ttt. Defendant Peter Thomas Roth Labs, LLC, a New York limited liability company,
12 (“Peter Thomas Roth”), manufactures, causes to be manufactured, distributes, causes to be distributed,
13 imports, causes to be imported, sells and/or otherwise offers for sale in California, cosmetic and
14 personal care powders, including, without limitation, Peter Thomas Roth Anti-Aging Instant Mineral
15 SPF 45 (collectively, the “Peter Thomas Roth Products”), which are comprised, in part, of TiO2 and
16 that expose consumers to airborne, unbound TiO2 particles of respirable size when used as reasonably
17 expected.

18 uuu. Defendant Prescriptives, Inc., a Delaware corporation (“Prescriptives”), manufactures,
19 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
20 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
21 limitation, Prescriptives Custom Blend Powders (collectively, the “Prescriptives Products”), which are
22 comprised, in part, of TiO2 and that expose consumers to airborne, unbound TiO2 particles of
23 respirable size when used as reasonably expected.

24 vvv. Defendant Proctor & Gamble, Inc., an Ohio corporation (“P&G”), manufactures, causes
25 to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells and/or
26 otherwise offers for sale in California, cosmetic and personal care powders, including, without
27 limitation, CoverGirl TruBlend Naturally Luminous Loose Powder, Translucent Medium 415

1 (collectively, the "P&G Products"), which are comprised, in part, of TiO₂ and that expose consumers
2 to airborne, unbound TiO₂ particles of respirable size when used as reasonably expected

3 www. Defendant Pür Minerals Inc., a Delaware corporation ("Pur Minerals"), manufactures,
4 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
5 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
6 limitation, Pur Minerals All Over Glow Face and Pur Minerals 4-in-1 Pressed Mineral Makeup
7 Foundation with SPF 15 - Light (collectively, the "Pur Minerals Products"), which are comprised, in
8 part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of respirable size when
9 used as reasonably expected.

10 xxx. Defendant Revlon Holdings, Inc., a Delaware corporation ("Revlon"), manufactures,
11 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
12 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
13 limitation, Almay Nearly Naked Loose Powder for Normal/Combo Skin and Revlon Colorstay Aqua
14 Mineral Finishing Powder, Translucent Light (collectively, the "Revlon Products"), which are
15 comprised, in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of
16 respirable size when used as reasonably expected.

17 yyy. Defendant Shiseido Co., Ltd., a Delaware corporation ("Shiseido"), manufactures,
18 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
19 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
20 limitation, Shiseido Qioro Powder Base (collectively, the "Shiseido Products"), which are comprised,
21 in part, of TiO₂ and that expose consumers to airborne, unbound TiO₂ particles of respirable size when
22 used as reasonably expected.

23 zzz. Defendant Sisley Cosmetics USA Inc., a Delaware corporation ("Sisley"),
24 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
25 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
26 including, without limitation, Sisley Transparent Loose Face Powder (collectively, the "Sisley
27 Products"), which are comprised, in part, of TiO₂ and that expose consumers to airborne, unbound

1 TiO2 particles of respirable size when used as reasonably expected.

2 aaaa. Defendant Smashbox Beauty Cosmetics, Inc., a California corporation (“Smashbox”),
3 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
4 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
5 including, without limitation, Smashbox Halo Hydrating Perfecting Powder, Medium/Dark 0.75 oz (21
6 g) (collectively, the “Smashbox Products”), which are comprised, in part, of TiO2 and that expose
7 consumers to airborne, unbound TiO2 particles of respirable size when used as reasonably expected.

8 bbbb. Defendant Soap & Glory USA LLC, a Delaware limited liability company (“Soap &
9 Glory”), manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes
10 to be imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
11 including, without limitation, Glow Getter Face & Body Sun Powder Spray (aerosol) (collectively, the
12 “Soap & Glory Products”), which are comprised, in part, of TiO2 and that expose consumers to
13 airborne, unbound TiO2 particles of respirable size when used as reasonably expected.

14 cccc. Defendant Stila Styles, LLC, a Delaware limited liability company, (“Stila”),
15 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
16 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
17 including, without limitation, Stila Set & Illuminate Baked Powder Trio (collectively, the “Stila
18 Products”), which are comprised, in part, of TiO2 and that expose consumers to airborne, unbound
19 TiO2 particles of respirable size when used as reasonably expected.

20 dddd. Defendant Studio Gear Cosmetics, Inc., a New Jersey corporation (“Studio Gear”),
21 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
22 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
23 including, without limitation, Studio Gear Invisible Loose Powder (collectively, the “Studio Gear
24 Products”), which are comprised, in part, of TiO2 and that expose consumers to airborne, unbound
25 TiO2 particles of respirable size when used as reasonably expected.

26 eeee. Defendant Tarte Inc., a New York corporation (“Tarte”), manufactures, causes to be
27 manufactured, distributes, causes to be distributed, imports, causes to be imported, sells and/or

1 otherwise offers for sale in California, cosmetic and personal care powders, including, without
2 limitation, Tarte Provocateur Mineral Pressed Powder SPF 8 (collectively, the “Tarte Products”),
3 which are comprised, in part, of TiO2 and that expose consumers to airborne, unbound TiO2 particles
4 of respirable size when used as reasonably expected.

5 ffff. Defendant Too Faced Cosmetics, LLC, a Delaware limited liability company (“Too
6 Faced”), manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes
7 to be imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
8 including, without limitation, Too Faced Peach Leopard Brightening & Perfecting Bronzer
9 (collectively, the “Too Faced Products”), which are comprised, in part, of TiO2 and that expose
10 consumers to airborne, unbound TiO2 particles of respirable size when used as reasonably expected.

11 gggg. Defendant Trish McEvoy LTD., a New Jersey corporation (“Trish McEvoy”),
12 manufactures, causes to be manufactured, distributes, causes to be distributed, imports, causes to be
13 imported, sells and/or otherwise offers for sale in California, cosmetic and personal care powders,
14 including, without limitation, Trish McEvoy EvenSkin® Mineral Powder Foundation (collectively, the
15 “Trish McEvoy Products”), which are comprised, in part, of TiO2 and that expose consumers to
16 airborne, unbound TiO2 particles of respirable size when used as reasonably expected.

17 hhhh. Defendant True Cosmetics, LLC, a Delaware limited liability company (“True
18 Cosmetics”), manufactures, causes to be manufactured, distributes, causes to be distributed, imports,
19 causes to be imported, sells and/or otherwise offers for sale in California, cosmetic and personal care
20 powders, including, without limitation, beingTRUE Protective Mineral Foundation SPF 17 Loose
21 Powder - .38 oz (collectively, the “True Cosmetics Products”), which are comprised, in part, of TiO2
22 and that expose consumers to airborne, unbound TiO2 particles of respirable size when used as
23 reasonably expected.

24 iiiii. Defendant Young Nails, Inc., a California corporation (“Young Nails”), manufactures,
25 causes to be manufactured, distributes, causes to be distributed, imports, causes to be imported, sells
26 and/or otherwise offers for sale in California, cosmetic and personal care powders, including, without
27 limitation, Young Nails Neon Color Acrylic Powders (collectively, the “Young Nails Products”),
28

1 10. Each of the defendants listed in Paragraph 4.a through 4.jjjj, inclusive, above (collectively
2 referred to hereafter as the "NAMED DEFENDANTS"), is a person doing business within the
3 meaning of California Health & Safety Code Section 25249.11.

4 11. Each of the NAMED DEFENDANTS manufactures, causes to be manufactured, distributes,
5 causes to be distributed, imports, causes to be imported, sells and/or otherwise offers for sale or use in
6 California the PRODUCTS or implies by its conduct that it does so.

7 12. Defendants DOES 1-100 ("MANUFACTURER DEFENDANTS") are each a person doing
8 business within the meaning of California Health & Safety Code Section 25249.11. Each of the
9 MANUFACTURER DEFENDANTS engages in the process of research, testing, designing,
10 formulating, fabricating and/or manufacturing, or implies by his, her or its conduct that he, she or it
11 engages in research, testing, designing, formulating, fabricating, and/or manufacturing, one or more of
12 the PRODUCTS for sale or use in the State of California.

13 13. Defendants DOES 101-200 ("DISTRIBUTOR DEFENDANTS") are each a person doing
14 business within the meaning of California Health & Safety Code Section 25249.11. Each of the
15 DISTRIBUTOR DEFENDANTS distributes, exchanges, transfers, processes and/ or transports one or
16 more of the PRODUCTS to individuals, businesses or retailers for sale or use in the State of California.

17 14. Defendants DOES 201-300 ("RETAIL DEFENDANTS") are each a person doing business
18 within the meaning of California Health & Safety Code Section 25249.11. Each of the RETAIL
19 DEFENDANTS offers the PRODUCTS for sale to individuals in the State of California.

20 15. At this time, the true names of Defendants DOES 1 through 300, inclusive, are unknown to
21 PIA, who therefore sues said defendants by their fictitious names pursuant to Code of Civil Procedure
22 Section 474. PIA is informed and believes, and on that basis alleges, that each of the fictitiously named
23 defendants is responsible for the acts and occurrences herein alleged. When ascertained, the true names
24 of the fictitiously named defendants shall be reflected in an amended complaint.

25 16. NAMED DEFENDANTS, MANUFACTURER DEFENDANTS, DISTRIBUTOR
26 DEFENDANTS, and RETAIL DEFENDANTS shall, where appropriate, collectively be referred to
27 hereafter as "DEFENDANTS."

1 VENUE AND JURISDICTION

2 17. Venue is proper in the Alameda County Superior Court, pursuant to Code of Civil Procedure
3 Sections 393, 395, and 395.5, because this Court is a court of competent jurisdiction, because PIA
4 seeks civil penalties against DEFENDANTS, because one or more instances of wrongful conduct
5 occurred, and continues to occur, in this County and/or because DEFENDANTS conducted, and
6 continue to conduct, business in this County with respect to the PRODUCTS.

7 18. The California Superior Court has jurisdiction over this action pursuant to California
8 Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all causes
9 except those given by statute to other trial courts." The statute under which this action is brought does
10 not specify any other basis of subject matter jurisdiction.

11 19. The California Superior Court has jurisdiction over DEFENDANTS based on PIA's
12 information and good faith belief that each such defendant is a person, firm, corporation or association
13 that either is a citizen of the State of California and has sufficient minimum contacts in the State of
14 California, or otherwise purposefully avails him-, her-, or it-self of the California market.
15 DEFENDANTS' purposeful availment renders the exercise of personal jurisdiction by California
16 courts consistent with traditional notions of fair play and substantial justice.

17 FIRST CAUSE OF ACTION

18 **(Violation of Proposition 65 - Against All Defendants)**

19 20. PIA re-alleges and incorporates by reference, as if fully set forth herein, Paragraphs 1 through
20 20, inclusive.

21 21. In enacting Proposition 65, in the preamble to the Safe Drinking Water and Toxic Enforcement
22 Act of 1986, the People of California expressly declared their right "Right to be informed about
23 exposures to chemicals that cause cancer, birth defects, or other reproductive harm."

24 22. Proposition 65 states, "[n]o person in the course of doing business shall knowingly and
25 intentionally expose any individual to a chemical known to the state to cause cancer or reproductive
26 toxicity without first giving clear and reasonable warning to such individual." (Health & Safety Code §
27 25249.6.)

1 23. On June 12, 2013, PIA served a sixty-day notice of violation ("60-Day Notice"), supported by
2 the requisite Certificate of Merit, upon NAMED DEFENDANTS and various public enforcement
3 agencies stating that, as a result of such defendants' sales of the PRODUCTS, purchasers and users in
4 the State of California have been or are being exposed to TiO₂ caused by the reasonably foreseeable
5 uses of the PRODUCTS, without such individual purchasers and users first having been provided with
6 a "clear and reasonable warning" regarding such exposures.

7 24. PIA is informed and believes, and on that basis alleges that each of the DEFENDANTS
8 employs at least ten (10) persons.

9 25. DEFENDANTS have engaged in the manufacture, distribution, and/or offering of the
10 PRODUCTS for sale or use in violation of California Health & Safety Code Section 25249.6 and
11 plaintiff is informed and believes, and on that basis alleges that DEFENDANTS' manufacture,
12 distribution, and/or offering of the PRODUCTS for sale or use in violation of California Health &
13 Safety Code Section 25249.6 has continued to occur beyond DEFENDANTS' receipt of plaintiff's 60-
14 Day Notice. Plaintiff further alleges and believes that such violations are reasonably likely to occur
15 into the future absent express injunctive relief.

16 26. After receipt of the allegations made in the 60-Day Notice, the appropriate public enforcement
17 agencies have failed to commence and diligently prosecute a cause of action against DEFENDANTS
18 under Proposition 65.

19 27. The PRODUCTS manufactured, distributed, and/or offered for sale or use in California by
20 DEFENDANTS contain TiO₂, which when used as directed by DEFENDANTS, or in reasonably
21 foreseeable ways, causes unbound TiO₂ particles of respirable size to become airborne within the
22 breathing zone of individuals, including, without limitation, consumers and other persons who, because
23 they use the PRODUCTS in connection with their work as makeup artists, cosmeticians, estheticians,
24 and the like.

25 28. DEFENDANTS knew or should have known that the PRODUCTS contain TiO₂ (airborne,
26 unbound particles of respirable size).

1 29. TiO₂ is present in each of the PRODUCTS in such a way as to expose (as such exposure is
2 defined by 27 CCR Section 25602(b)) individuals to TiO₂ through inhalation during the reasonably
3 foreseeable use of the PRODUCTS.

4 30. DEFENDANTS knew or should have known that the reasonably foreseeable use of the
5 PRODUCTS exposes individuals to TiO₂ through inhalation. Under Proposition 65, an exposure is
6 "knowing" where the party responsible for such exposure has:

7 Knowledge of the fact an a[n] . . . exposure to a chemical listed pursuant
8 to [Health & Safety Code § 25249.8(a)] is occurring. No knowledge that
9 . . . the exposure is unlawful is required.

10 27 C.C.R. § 25102(n). This knowledge may be either actual or constructive. *See, e.g.*, Final Statement
11 of Reasons Revised (November 4, 1988) (pursuant to former 22 C.C.R. Division 2, section 12201).

12 31. DEFENDANTS' participation in the manufacture, distribution and/or offer for sale or use of the
13 PRODUCTS to individuals in the State of California was deliberate and non-accidental.

14 32. DEFENDANTS failed to provide a "clear and reasonable warning" to those consumers and/or
15 other individuals in the State of California who were or who were reasonably likely to be exposed to
16 TiO₂ during the reasonably foreseeable use of the PRODUCTS.

17 33. Contrary to the express policy and statutory prohibition of Proposition 65, individuals exposed
18 to TiO₂ through inhalation resulting from the reasonably foreseeable use of the PRODUCTS, sold by
19 DEFENDANTS without a "dear and reasonable warning," have suffered, and continue to suffer,
20 irreparable harm, for which harm they have no other plain, speedy or adequate remedy at law.

21 34. As a consequence of the above-described acts, DEFENDANTS are liable for a maximum civil
22 penalty of \$2,500 per day for each violation of Proposition 65 pursuant to California Health & Safety
23 Code Section 25249.7(b).

24 35. PIA has engaged in good-faith efforts to resolve the claims alleged herein prior to filing this
25 Complaint.

26 36. As a consequence of the above-described acts, California Health & Safety Code Section
27 25249.7(a) also specifically authorizes the Court to grant injunctive relief against DEFENDANTS.

1 PRAYER FOR RELIEF

2 Wherefore, plaintiff prays for judgment against DEFENDANTS, and each of them, as follows:

3 A. That the Court, pursuant to California Health & Safety Code Section 25249.7(b), assess
4 civil penalties against DEFENDANTS in the amount of \$2,500 per day for each violation
5 alleged herein according to proof;

6 B. That the Court, pursuant to California Health & Safety Code Section 25249.7(a),
7 preliminarily and permanently enjoin DEFENDANTS from manufacturing, distributing, or
8 offering PRODUCTS for sale or use in California without providing "clear and reasonable
9 warnings" as defined by 27 CCR Section 25601, as PIA shall specify in further application to
10 the Court;

11 C. That the Court grant PIA its reasonable attorneys' fees and costs of suit; and

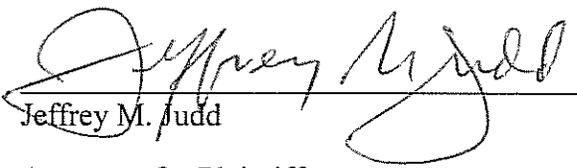
12 D. That the Court grant such other and further relief as may be just and proper.

13 Dated: October 2, 2013

Respectfully submitted,

14 JUDD LAW GROUP LLP

15
16 By:


17 Jeffrey M. Judd

18 Attorneys for Plaintiff
19 Public Interest Alliance LLC
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**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**
See attached list

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**
Public Interest Alliance LLC

**FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**

FILED BY FAX
ALAMEDA COUNTY

October 03, 2013

CLERK OF
THE SUPERIOR COURT
By Catherine Green, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **(AVISO!)** Le han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de costas. Si no presenta su respuesta a tiempo, pueda perder el caso por incumplimiento y la corte la pueda quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de comisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos en línea de forma en el sitio web de California Legal Services, www.lawhelpcalifornia.org, en el Centro de Ayuda de las Cortes de California, www.courtinfo.ca.gov o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO.** Por ley, la corte tiene derecho a reclamar los costos y los costos extras por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una conciliación de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Alameda County Superior Court
1221 Oak Street
Oakland, CA 94612

CASE NUMBER
(Número del caso): **RG13697992**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jeffrey M. Judd, JUDD LAW GROUP LLP, 222 Sutter St. #600, Oakland, CA 94612, 415-778-9410 (415)597-5500

DATE: **October 03, 2013** Clerk, by *Catherine Green* Deputy
(Fecha) (Secretario) (Adjunta)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



- NOTICE TO THE PERSON SERVED:** You are served
- 1. as an individual defendant.
 - 2. as the person sued under the fictitious name of (specify):
 - 3. on behalf of (specify): see attached list
- under: CCP 416.10 (corporation) CCP 416.50 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (partnership)
 CCP 416.40 (association or partnership) CCP 416.80 (authorized person)
 other (specify):
4. by personal delivery on (date):

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

See attached list

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Public Interest Alliance LLC

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The name and address of the court is:
(El nombre y dirección de la corte es): Alameda County Superior Court

1221 Oak Street
Oakland, CA 94612

CASE NUMBER:
(Número del Caso):

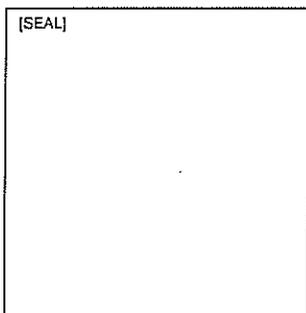
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jeffrey M. Judd, JUDD LAW GROUP LLP, 222 Sutter St. #600, San Francisco, CA 94108 (415)597-5500

DATE: October 2, 2013
(Fecha)

Clerk, by _____, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): see attached list
 under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

Attachment to Summons – List of Defendants

Public Interest Alliance LLC v. Access Business Group, LLC, et al.

1. Access Business Group, LLC;
2. Amway Global Services Inc.;
3. AHAVA North America, LLC;
4. Alessandro International GmbH;
5. Alfalfa Nail Supply, Inc.;
6. Allure Labs, Inc.;
7. Almay, Inc.;
8. Aloette Cosmetics Inc.;
9. Amazing Cosmetics, Inc.;
10. Anastasia Beverly Hills;
11. Arbonne International LLC;
12. Arcona, Inc.;
13. Armand Dupree Inc.;
14. Aubrey Organics Inc.;
15. Aveda Corporation;
16. Avon Products Inc.;
17. Bare Escentuals Beauty, Inc.;
18. BeautiControl, Inc.;
19. Beauty 21 Cosmetics, Inc.;
20. Beauty Treats International Co., Inc.;
21. Becca, Inc.;
22. Benefit Cosmetics LLC;
23. Beyond the Zone, Inc.;
24. Bobbi Brown Professional Cosmetics Services Inc.;
25. Bonne Bell LLC;
26. Brentwood Beauty Laboratories Int'l., Inc.;
27. CALEEL+HAYDEN, LLC dba gloProfessional;
28. Cargo Cosmetics Corporation;
29. Chanel, Inc.;
30. Charlotte Ronson LLC;
31. Christian Dior, Inc.;
32. Clarins USA Inc.;
33. Color Science, Inc.;
34. Cos. Brands, LLC;
35. CosmecuTechs, LLC;
36. Coty US LLC;
37. Cover FX Skin Care Limited;
38. Dermalogica, Inc.;
39. DermaQuest, Inc.;
40. DHC USA Incorporated;
41. New Dolce & Gabbana USA Inc.;
42. Dr. Hauschka Skin Care;
43. DuWop Cosmetics/Lola Cosmetics LLC;
44. Elizabeth Arden, Inc.;
45. Estee Lauder, Inc.;
46. Fashion Fair Direct, LLC;
47. Femme Couture International, Inc.;
48. Freeze 24/7 International LLC;
49. Fresh, Inc.;

50. Fusion Brands, Inc.;
51. Gucci America, Inc.;
52. Guerlain, Inc.;
53. Illamasqua LTD.;
54. Innovative Skincare LLC;
55. Iredale Mineral Cosmetics, LTD.;
56. Jean Philippe Fragrances LLC;
57. Josie Maran Cosmetics, LLC;
58. Kat Von D, Inc.;
59. Korres, a division of Johnson & Johnson Consumer Companies, Inc.;
60. La Bella Donna, LTD.;
61. Laura Mercier/Gurwitch Products, LLC;
62. Lorac Cosmetics, Inc.;
63. Malaleuca, Inc.;
64. Max Factor & Company;
65. Max Huber Research Labs, Inc.;
66. Merle Norman Cosmetics, Inc.;
67. Murad, Inc.;
68. Nail Systems International/NSI;
69. NARS Cosmetics, Inc.;
70. Neutrogena Corporation;
71. Nippon Menard Cosmetic Co., Ltd.;
72. No Lift Nails Inc.; Peter Thomas Roth Labs, LLC;
73. Prescriptives, Inc.;
74. Proctor & Gamble, Inc.;
75. Pur Minerals, Inc.;
76. Revlon Holdings, Inc.;
77. Shiseido Co., Ltd.;
78. Sisley Cosmetics USA Inc.;
79. Smashbox Beauty Cosmetics, Inc.;
80. Soap & Glory USA LLC;
81. Stila Styles LLC;
82. Studio Gear Cosmetics, Inc.;
83. Tarte Inc.;
84. Too Faced Cosmetics, LLC;
85. Trish McEvoy LTD;
86. True Cosmetics, LLC;
87. Young Nails, Inc.;
88. Yves Rocher Inc.; and
89. DOES 1-300