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5 Attorneys for Plaintiff  
Public Interest Alliance LLC  
6

**FILED**  
**ALAMEDA COUNTY**

**AUG 07 2014**

**CLERK OF THE SUPERIOR COURT**  
By *[Signature]* Deputy

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF ALAMEDA  
10 UNLIMITED CIVIL JURISDICTION  
11

12 THE PUBLIC INTEREST ALLIANCE, LLC, a  
13 California limited liability company

14 Plaintiff,

15 vs.

16 ACCESS BUSINESS GROUP LLC, et al.

17 Defendants.

) Case No. RG13697992  
)  
) **[PROPOSED] JUDGMENT UNDER**  
) **PROPOSITION 65 SETTLEMENT AND**  
) **CONSENT JUDGMENT AS TO**  
) **DEFENDANT BONNE BELL, LLC**  
)  
)  
) Date: August 7, 2014  
) Time: 2:30 p.m.  
) Dept: 17  
) Res'n No. 1530155

Action Filed: October 3, 2013

28

1 In the above-captioned action, plaintiff Public Interest Alliance LLC, and defendant Bonne  
2 Bell, LLC ("Bonne Bell"), having agreed through their respective counsel that Judgment be entered  
3 under the terms of their settlement in the form of the proposed consent judgment (the "Consent  
4 Judgment"), and following this Court's entry of an Order approving the Consent Judgment on August  
5 7, 2014:

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, under Health & Safety Code  
7 section 25249.7, subsection (f)(4), and Code of Civil Procedure section 664.6, judgment is entered in  
8 accordance with the terms of the Consent Judgment attached hereto as Exhibit A and by this reference  
9 incorporated herein. The Court shall maintain jurisdiction under Code of Civil Procedure section 664.6  
10 to resolve any allegations by Bonne Bell or PIA that the other has breached any terms of the Consent  
11 Judgment, as provided in Section 13 of the Consent Judgment.

12 **IT IS SO ORDERED:**

13  
14 Dated: August 7, 2014

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JUDGE, SUPERIOR COURT

1 Jeffrey M. Judd (SBN 136358)  
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9 Public Interest Alliance LLC

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

13 THE PUBLIC INTEREST ALLIANCE, LLC, a ) Case No. RG13697992  
14 California limited liability company )  
15 Plaintiff, ) [PROPOSED] CONSENT JUDGMENT AS  
16 vs. ) TO BONNE BELL, LLC  
17 ACCESS BUSINESS GROUP LLC, et al. ) (Cal. Health & Safety Code section 25249.6 et  
18 Defendants. ) seq.)

19 1. INTRODUCTION

20 1.1 **Parties.** This Consent Judgment is entered into by and between plaintiff The Public  
21 Interest Alliance LLC ("PIA") and BONNE BELL, LLC DBA THE BONNE BELL COMPANY  
22 ("Bonne Bell, LLC dba The Bonne Bell Company"), with PIA and Bonne Bell, LLC dba The Bonne  
23 Bell Company collectively referred to as the "Parties."

24 1.2 **Public Interest Alliance LLC.** The Public Interest Alliance LLC is a California  
25 limited liability company dedicated to improving human health, preserving the natural environment,  
26 and promoting compliance with environmental and consumer disclosure laws.

27 1.3 **Bonne Bell, LLC.** Bonne Bell employs ten or more persons and is a "person in the  
28 course of doing business" for purposes of the Safe Drinking Water and Toxic Enforcement Act of

1 1986, California Health & Safety Code § 25249.6, *et seq.* (“Proposition 65”).

2           1.4    General Allegations

3           1.4.1 PIA alleges that Bonne Bell manufactured, imported, sold and/or distributed for  
4 sale in California, cosmetic and personal care powders that contain Titanium dioxide (“TiO2”). During  
5 use, some TiO2 is released into the air, exposing consumers to unbound TiO2 particles of respirable  
6 size without the health hazard warnings that Proposition 65 requires. A list of such products is  
7 identified on Exhibit A attached hereto (the “Covered Products”). TiO2 is a chemical widely used as a  
8 whitening agent in a wide range of consumer products, including, without limitation, paper, paints,  
9 printers’ inks, toothpaste, cosmetics, and personal care products. In 2010, the International Agency for  
10 Research on Cancer (“IARC”) issued Monograph 93, which concluded that TiO2 is “possibly  
11 carcinogenic” to humans when inhaled.

12           1.4.2 Pursuant to Proposition 65, on September 2, 2011, California identified and  
13 listed Titanium Dioxide (airborne, unbound chemicals of respirable size) as a chemical known to cause  
14 cancer. Titanium Dioxide (airborne, unbound chemicals of respirable size) became subject to the  
15 “clear and reasonable warning” requirements of the Act one year later on September 2, 2012. Cal.  
16 Code Regs., Tit. 27, § 27001(c); Health & Safety Code §§ 25249.8, 25249.10(b).

17           1.4.4 Titanium Dioxide (airborne, unbound chemicals of respirable size) is hereinafter  
18 referred to as the “Listed Chemical.” PIA alleges that the Listed Chemical is released into the air when  
19 the Covered Products are applied to the skin by brush, pad or sponge, leading to human exposures.

20           1.5    Notice of Violation. On or about June 21, 2013, PIA served Bonne Bell and certain  
21 requisite public enforcement agencies with Proposition 65 60-Day Notices of Violation and  
22 Proposition 65 Supplemental Notices of Violation (the “NOV”) that provided the recipients with notice  
23 of alleged violations of Proposition 65 based on the recipient’s alleged failure to warn customers and  
24 consumers, workers and other individuals that the Products exposed users in California to the Listed  
25 Chemical. To the best of the Parties’ knowledge, no public enforcer has commenced or is diligently  
26 prosecuting the allegations set forth in the NOV’s.

27           1.6    Complaint. On October 3, 2013, PIA filed a Complaint in the Superior Court in and  
28 for the County of Alameda styled, *PIA v. Access Business Group, LLC, et al.*, Case No. RG13697992,

1 alleging violations of Proposition 65 arising from unwarned exposures to the Listed Chemical when  
2 the Covered Products are used (the "Complaint")

3       1.7 No Admission. Bonne Bell denies the material factual and legal allegations contained  
4 in the NOV and Complaint and maintains that all products it has manufactured, imported, distributed,  
5 and/or sold in California, including the Covered Products, have been and are in compliance with all  
6 laws. Nothing in this Consent Judgment shall be construed as an admission by Bonne Bell of any fact,  
7 finding, conclusion, issue of law, or violation of law, nor shall compliance with this Consent Judgment  
8 constitute or be construed as an admission by Bonne Bell of any fact, finding, conclusion, issue of law,  
9 or violation of law. This section shall not, however, diminish or otherwise affect Bonne Bell's  
10 obligations, responsibilities, and duties under this Consent Judgment.

11       1.8 Consent to Jurisdiction. For purposes of this Consent Judgment only, the Parties  
12 stipulate that this Court has jurisdiction over Bonne Bell as to the allegations contained in the  
13 Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to enter  
14 and enforce the provisions of this Consent Judgment pursuant to Proposition 65 and California Code of  
15 Civil Procedure § 664.6.

16 **2. DEFINITIONS**

17       2.1 California Customers. "California Customer" shall mean (i) any consumer that Bonne  
18 Bell reasonably understands is located in California, (ii) any customer that has a California warehouse  
19 or distribution center, or (iii) any customer that maintains a retail outlet in California.

20       2.2 Effective Date. "Effective Date" shall mean the date that the Court enters an order  
21 granting a motion to approve this proposed Consent Judgment.

22       2.3 Reformulated Products. "Reformulated Products" shall mean Covered Products that  
23 contain no Titanium Dioxide that was intentionally included as a product ingredient.

24       2.4 Retailer. "Retailer" means an individual or entity that offers a Covered Product for  
25 retail sale to consumers in the State of California.

26 **3. COVENANTS IN LIEU OF INJUNCTION**

27       3.1 Reformulation Covenant. Commencing on ninety (90) days after the Effective Date  
28 Bonne Bell shall not distribute or sell to California Customers, manufacture or import for distribution

1 or sale to California Customers, or cause to be manufactured or imported for distribution or sale to  
2 California Customers, any Covered Products that are not Reformulated Products or unless and until  
3 Bonne Bell complies with the provisions of Paragraph 3.5., below (Product Warnings) (the  
4 "Reformulation Covenant").

5       3.2    Vendor Notification/Certification. Bonne Bell has provided written notice to the  
6 manufacturer of its Deep Down Detox product, the only Covered Product that it plans to reformulate,  
7 that it should provide Bonne Bell with Deep Down Detox products that are Reformulated Products for  
8 sale in California. Bonne Bell has obtained written certification from the vendor of its Deep Down  
9 Detox product that Deep Down Detox is in compliance with the Reformulation Covenant and provided  
10 a copy of such certification to PIA.

11       3.3    Products No Longer in Bonne Bell's Control. Bonne Bell has advised all California  
12 stores or establishments that it reasonably understands or believes had any inventory of Covered  
13 Products available for sale in California as of the date that Bonne Bell was served with the NOV that it  
14 plans to cease sales of all Covered Products in California, except its Deep Down Detox product , which  
15 will comply with the Reformulation Covenant. Bonne Bell shall maintain records of all  
16 correspondence or other communications generated pursuant to this Section for two years after the  
17 Effective Date and shall promptly produce to PIA copies of such records upon PIA's written request  
18 therefor.

19       3.4    Current Inventory. Commencing on the Effective Date, Bonne Bell shall not sell or  
20 otherwise distribute any Covered Product in California or to a California Customer unless such product  
21 is certified as complying with the Reformulation Covenant or contains a clear and reasonable warning  
22 as set forth in Section 3.5 below.

23       3.5    Product Warnings: Product Labeling and Internet Sales. Bonne Bell plans to cease  
24 sales of all Covered Products in California to California stores or establishments, except its Deep  
25 Down Detox product, which will comply with the Reformulation Covenant. It may, however, from  
26 time to time, sell Covered Products directly to California residents if Covered Products are ordered  
27 directly online from Bonne Bell.

28                   If California residents order Covered Products from Bonne Bell directly online, a

1 warning shall be given in conjunction with any sale of the Covered Products to California residents via  
2 the internet, which warning shall be included in the shipping container and/or on the packing slip,  
3 which shall be used and shall appear in the same type size or larger than the text of the Covered  
4 Product listing, as follows:

5 **IMPORTANT - PLEASE READ THIS NOTICE BEFORE OPENING THE PRODUCT(S)**  
6 **CONTAINED IN THIS SHIPMENT**

7 **WARNING:** This product contains a chemical known to the State of California  
8 to cause cancer.

9 Bonne Bell Glimmer Bronze

10 Smackers Get Glowin' Blushes

11 Smackers Dazzle Dust

12 Bonne Bell Blush 'n Glow

13 Bonne Bell Blend 'n Glow

14 Bonne Bell Powder Bronze

15 Bonne Bell Eye Style Shadow Box

16 Bonne Bell Eye Play Set

17 THE PRODUCT(S) LISTED ABOVE MAY BE RETURNED FOR FULL CREDIT  
18 SO LONG AS (1) THE PRODUCT HAS NOT BEEN OPENED AND (2) THE  
19 REASON FOR THE RETURN IS BECAUSE OF THE WARNING ABOVE.

20 IN ORDER TO RETURN THE UNOPENED PRODUCTS TO ASPIRE BRANDS,  
21 PLEASE CALL 800-321-1006 TO RECEIVE SHIPPING INSTRUCTIONS.

22 4. **MONETARY PAYMENTS**

23 4.1 **Civil Penalties Pursuant to Health & Safety Code § 25249.7(b)**. In settlement of all  
24 the claims referred to in this Consent Judgment, Bonne Bell shall pay a civil penalty in the amount of  
25 Six Thousand United States Dollars (\$ 6000.00) in accordance with this Section. The penalty payment  
26 will be allocated in accordance with California Health & Safety Code § .25249.12(c)(1) and (d), with  
27 seventy-five percent (75%) of the funds remitted to the California Office of Environmental Health  
28 Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to "Judd Law Group  
LLP in Trust for Public Interest Alliance LLC." All penalty payments shall be made within five (5)  
business days after this Consent Judgment has been approved by the Court, and delivered to the



1                   4.3.2 **Proof of Payment to OEHHA.** A copy of each check payable to OEHHA shall  
2 be mailed, simultaneous with payment, to Judd Law Group LLP at the address set forth in Section  
3 4.3.1(a) above, as proof of payment to OEHHA.

4                   4.3.3 **Tax Documentation.** Bonne Bell shall issue a separate 1099 form for each  
5 payment required by this Section to: (a) PIA (EIN 46-3826361), to the address set forth in Section  
6 4.3.1(a) above; (b) OEHHA, who shall be identified as "California Office of Environmental Health  
7 Hazard Assessment" (EIN 68-0284486) in the 1099 form, to be delivered directly to OEHHA, P.O.  
8 Box 4010, Sacramento, CA 95814, and (c) "Judd Law Group LLP" (EIN: 90-0789749) to the address  
9 set forth in Section 4.3.1(a) above.

10 **5.       CLAIMS COVERED AND RELEASED**

11               5.1     **PIA's Release of Proposition 65 Claims.** PIA, acting on his own behalf and in the  
12 public interest, releases Bonne Bell, its parents, subsidiaries, directors, officers, attorneys, and each  
13 entity to whom Bonne Bell directly or indirectly distributed or sold Covered Products, including, but  
14 not limited, to downstream distributors, wholesalers, customers, retailers, franchisees, cooperative  
15 members, and licensees (collectively, "Releasees"), or have in the past directly or indirectly distributed  
16 or sold Covered Products, from all claims for violations of Proposition 65 through the Effective Date  
17 based on unwarned exposures to the Listed Chemicals in the Covered Products, as set forth in the NOV  
18 and Complaint. Compliance with the terms of this Consent Judgment constitutes compliance with  
19 Proposition 65 with respect to exposures to the Listed Chemicals from the Covered Products, as set  
20 forth in the NOV. The Parties further understand and agree that this Section 5.1 release shall not  
21 extend upstream to any entities, other than affiliates of Bonne Bell, LLC dba The Bonne Bell  
22 Company. For the sake of clarity, the Parties confirm that the Section 5.1 release does extend to  
23 Bonne Bell, LLC's affiliate companies, Bonne Bell, Inc. and Aspire Brands, Inc. and any other  
24 companies affiliated with Bonne Bell and under common control. In further consideration of the  
25 promises and agreements herein contained, PIA, on behalf of itself, its past and current agents,  
26 representatives, attorneys, successors, and/or assignees, hereby waives all rights to institute or  
27 participate in, directly or indirectly, any form of legal action and releases all claims including, without  
28 limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,

1 damages, costs, fines, penalties, losses, or expenses (including but not limited to, investigation fees,  
2 expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed, or  
3 contingent (collectively "Claims") that were brought or could have been brought against Bonne Bell or  
4 the Releasees, based on claims arising under Proposition 65 with respect to Listed Chemicals in the  
5 Covered Products, as such claims relate to the alleged failure to warn under Health & Safety Code  
6 Section 25249.6.

7 In furtherance of the foregoing, PIA on its own behalf hereby waives any and all rights and  
8 benefits which it now has, or in the future may have respecting the Covered Products, conferred upon  
9 it with respect to claims involving Covered Products by virtue of the provisions of Section 1542 of the  
10 California Civil Code, which provides as follows:

11 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
12 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR  
13 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM  
14 OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
15 WITH THE DEBTOR."

16 By executing this Consent Judgment, PIA understands and acknowledges that the significance  
17 and consequence of this waiver of California Civil Code Section 1542 is that even if PIA suffers future  
18 damages arising out of or resulting from, or related directly or indirectly to, in whole or in part, the  
19 Covered Products, including but not limited to any exposure to, or failure to warn with respect to  
20 exposure to Listed Chemicals from, the Covered Products, PIA will not be able to make any claim for  
21 those damages against Bonne Bell or the Releasees, and the successors and assigns of any of them,  
22 who may manufacture, use, maintain, distribute, retail or sell the Covered Products. Furthermore, PIA  
23 acknowledges that it intends these consequences for any such claims and any other claims which may  
24 exist as of the date of this release pertaining to the Covered Products listed in the NOV but which PIA  
25 does not know exist, and which, if known, would materially affect its decision to enter into this  
26 Consent Judgment, regardless of whether its lack of knowledge is the result of ignorance, oversight,  
27 error, negligence, or any other cause.

28 Compliance with the terms of this Consent Judgment by Bonne Bell resolves any issue, now  
and in the future, raised by the parties to this Consent Judgment or any other person suing in the public  
interest pursuant to § 25249.7(d) concerning compliance by Bonne Bell or the Releasees with the

1 requirements of Proposition 65 in any Covered Products that are manufactured, shipped, or sold by  
2 Bonne Bell or the Releasees following the Effective Date.

3       5.2     Bonne Bell's Release of PIA. Bonne Bell, on behalf of itself, its past and current  
4 agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against  
5 PIA and its attorneys and other representatives, for any and all actions taken or statements made (or  
6 those that could have been taken or made) by PIA and its attorneys and other representatives, whether  
7 in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this  
8 matter with respect to the Covered Products.

9       In furtherance of the foregoing, Bonne Bell on its own behalf hereby waives any and all rights  
10 and benefits which it now has, or in the future may have against PIA with respect to for any and all  
11 actions taken or statements made in the course of investigating claims or otherwise seeking to enforce  
12 Proposition 65 against it in this matter with respect to the Covered Products by virtue of the provisions  
13 of Section 1542 of the California Civil Code, which provides as follows:

14             "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
15             CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR  
16             AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM  
              OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
              WITH THE DEBTOR."

17       By executing this Consent Judgment, Bonne Bell understands and acknowledges that the  
18 significance and consequence of this waiver of California Civil Code Section 1542 is that even if  
19 Bonne Bell suffers future damages arising out of or resulting from, or related directly or indirectly to,  
20 in whole or in part, any and all actions taken or statements made regarding the Covered Products and  
21 PIA's alleged enforcement of Proposition 65, Bonne Bell will not be able to make any claim for those  
22 damages against PIA, and its past and current agents, representatives, attorneys, successors, and  
23 assignees. Furthermore, Bonne Bell acknowledges that it intends these consequences for any such  
24 claims and any other claims which may exist as of the date of this release but which Bonne Bell does  
25 not know exist, and which, if known, would materially affect its decision to enter into this Consent  
26 Judgment, regardless of whether its lack of knowledge is the result of ignorance, oversight, error,  
27 negligence, or any other cause.

28 6.     PRESERVATION OF COMPETITIVENESS. The intent of this section 6 is to protect the

1 competitive interests of Bonne Bell arising from PIA's claims and to ensure that by settling the  
2 allegations in the NOV and the Complaint, Bonne Bell is not disadvantaged with respect to its  
3 competitors. Specifically, the parties agree that should any agreement or consent judgment be entered  
4 into by PIA, the California Office of Environmental Health Hazard Assessment, or the California  
5 Attorney General's Office concerning personal care products similar to the Covered Products that  
6 contains provisions that are more favorable to Bonne Bell and would thus materially impact the terms  
7 of this Agreement, such benefits shall accrue to Bonne Bell and this Agreement shall be amended by a  
8 stipulation and proposed order, a copy of which shall be provided to the Attorney General's office at  
9 least five (5) business days prior to submission to the Court, to provide Bonne Bell the benefit thereof.  
10 Further, should there be a court decision involving any other person or entity that received a  
11 Proposition 65 60-Day Notice of Violation alleging Titanium Dioxide in personal care products similar  
12 to the Covered Products and such decision is in whole or in part favorable to the defendant(s) in such  
13 action, then that decision shall be incorporated into this Agreement by a stipulation and proposed  
14 order, a copy of which shall be provided to the Attorney General's office at least five (5) business days  
15 prior to submission to the Court. Further, should any consent judgment establish a "No Significant  
16 Risk Level" for Titanium Dioxide (airborne, unbound particles of respirable size) and provide for other  
17 parties to opt-in, any payments Bonne Bell has made pursuant to this Agreement shall be offset against  
18 any opt-in payment requirements of such consent judgment. Should PIA in the future become aware of  
19 facts or circumstances that have not been publicly disclosed that, in PIA's opinion affect Bonne Bell's  
20 competitiveness, it shall so notify Bonne Bell's counsel by email within forty-five (45) days after PIA  
21 becomes aware of such non-public facts or circumstances. PIA shall prepare all such stipulations and  
22 proposed orders, at PIA's sole expense, and shall make reasonable efforts to obtain the parties'  
23 signatures thereto.

24 **7. COURT APPROVAL.** This Consent Judgment is not effective until it is approved and  
25 entered by the Court and shall be null and void if, for any reason, it is not approved and entered by the  
26 Court within one year after it has been fully executed by all Parties. If the Court does not approve the  
27 Consent Judgment, the Parties shall meet and confer as to whether to modify the language or appeal  
28 the ruling. If the Parties do not jointly agree on a course of action to take, then the case shall proceed

1 in its normal course on the Court's trial calendar. If the Court's approval is ultimately overturned by  
2 an appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent  
3 Judgment. If the Parties do not jointly agree on a course of action to take, then the case shall proceed  
4 in its normal course on the Court's trial calendar.

5 8. **SEVERABILITY**. If, subsequent to the Court's approval and entry of this Consent Judgment,  
6 any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of  
7 the enforceable provisions remaining shall not be adversely affected.

8 9. **GOVERNING LAW**. The terms of this Consent Judgment shall be governed by the laws of  
9 the State of California. In the event that Proposition 65 is repealed, preempted, or is otherwise  
10 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment  
11 are rendered inapplicable or are no longer required as a result of any such repeal or preemption, or  
12 rendered inapplicable by reason of law generally as to the Covered Products, then Bonne Bell may  
13 make a formally noticed motion to this Court for relief from this Agreement or provisions of this  
14 Agreement, with the requisite written notice to PIA, and shall only have no further obligations  
15 pursuant to this Consent Judgment to the extent of any Court order so excusing or eliminating such  
16 obligation. Nothing in this Consent Judgment shall be interpreted to relieve Bonne Bell from any  
17 obligation to comply with any pertinent state or federal law or regulation.

18 10. **NOTICES**. Unless specified herein, all correspondence and notices required to be provided  
19 pursuant to this Consent Judgment shall be in writing and sent by: (i) personal delivery, (ii) first-class  
20 registered or certified mail, return receipt requested; or (iii) overnight courier to any party by the other  
21 party at the following addresses:

22 To Bonne Bell:

23 Robert Evans  
24 BONNE BELL, LLC  
25 1006 Crocker Road  
Westlake, Ohio 44145

To PIA:

Public Interest Alliance, LLC  
c/o Jeffrey M. Judd  
222 Sutter Street, Suite 600  
San Francisco, CA 94108

26 With a copy to:

27 Sophia Belloli  
HANSON BRIDGETT LLP  
28 425 Market Street  
San Francisco, CA 94105

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

3 11. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES. This Consent Judgment may  
4 be executed in counterparts and by facsimile or pdf signature, each of which shall be deemed an  
5 original, and all of which, when taken together, shall constitute one and the same document. A  
6 facsimile or pdf signature shall be as valid as the original.

7 12. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f). PIA and its  
8 attorneys agree to comply with the reporting form requirements referenced in California Health &  
9 Safety Code section 25249.7(f).

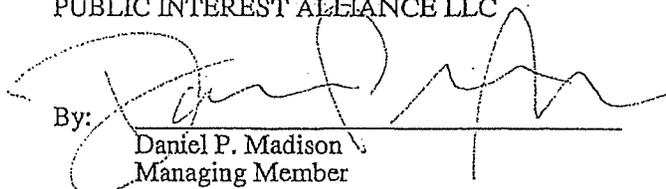
10 13. POST EXECUTION. PIA and Bonne Bell each agrees to mutually employ its best efforts to  
11 support the entry of this agreement as a Consent Judgment and obtain approval of the Consent  
12 Judgment by the Court in a timely manner. The parties acknowledge that, pursuant to California  
13 Health & Safety Code section 25249.7, a noticed motion is required to obtain judicial approval of this  
14 Consent Judgment, which PIA shall draft and file, and Bonne Bell, LLC dba The Bonne Bell Company  
15 shall join. If any third party objection to the noticed motion is filed, PIA and Bonne Bell shall work  
16 together to file a joint reply and appear at any hearing before the Court. The Court shall maintain  
17 jurisdiction under Code of Civil Procedure § 664.6 and, if after entry of a Consent Judgment, either  
18 party determines that the other is in breach of this Consent Judgment, such party shall provide to the  
19 other written notice of such alleged breach pursuant to Section 10; above, and the noticed party shall  
20 thereafter have thirty (30) days within which to attempt to cure or otherwise resolve the alleged breach  
21 (the "Cure Period"). If the alleged breach is not resolved or cured to the reasonable satisfaction of the  
22 noticing party during the Cure Period, the noticing party may thereafter bring a noticed motion to have  
23 the Court resolve the dispute by order, including, as applicable, an order awarding the prevailing party  
24 reasonable attorney fees and costs incurred in connection with the motion. This provision is a material  
25 component of the Consent Judgment and shall be treated as such in the event of a breach.

26 14. MODIFICATION. This Consent Judgment may be modified only: (1) by written agreement  
27 of the Parties and upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a  
28 successful motion of any party and entry of a modified Consent Judgment by the Court.

1 15. AUTHORIZATION. The undersigned are authorized to execute this Consent Judgment on  
2 behalf of their respective parties and have read, understood, and agree to all of the terms and  
3 conditions of this Consent Judgment.

4 Dated: June \_\_, 2014

PUBLIC INTEREST ALLIANCE LLC

5  
6 By:   
7 Daniel P. Madison  
8 Managing Member

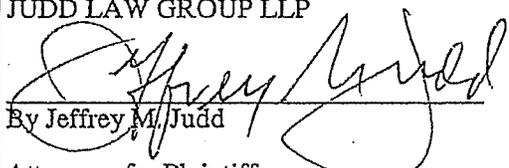
9 Dated: June 23, 2014

BONNE BELL, LLC]

10 By:   
11 Robert Evans  
12 Managing Member

13 Approved as to form:

14 JUDD LAW GROUP LLP

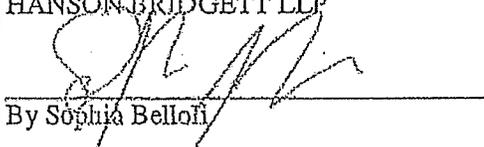
15   
16 By Jeffrey M. Judd

Dated: June 24, 2013

17 Attorneys for Plaintiff  
18 PUBLIC INTEREST ALLIANCE LLC

19 Approved as to form:

20 HANSON BRIDGETT LLP

21   
22 By Sophia Belloni

Dated: June 24, 2013 

23 Attorneys for Defendant  
24 BONNE BELL, LLC

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EXHIBIT A

COVERED PRODUCTS

Bonne Bell Glimmer Bronze

Smackers Get Glowin' Blushes

Smackers Dazzle Dust

Bonne Bell Blush 'n Glow

Bonne Bell Blend 'n Glow

Bonne Bell Powder Bronze

10.0.06 Deep Down Detox Ultra-Cleansing Mud Mask

Bonne Bell Eye Style Shadow Box

Bonne Bell Eye Play Set