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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)) [PROPOSED] CONSENT JUDGMENT AS
15 Plaintiff,)) TO BONNE BELL, LLC
16 vs.)) (Cal. Health & Safety Code section 25249.6 et
17 ACCESS BUSINESS GROUP LLC, et al.)) seq.)
18 Defendants.))

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
OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH THE DEBTOR."

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

26 Compliance with the terms of this Consent Judgment by Bonne Bell resolves any issue, now
27 and in the future, raised by the parties to this Consent Judgment or any other person suing in the public
28 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
28 HANSON BRIDGETT LLP
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).

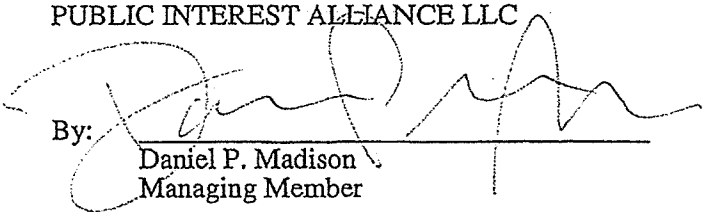
10 13. **POST EXECUTION.** PIA and Bonne Bell each agrees to mutually employ its best efforts to
11 support the entry of this agreement as a Consent Judgment and obtain approval of the Consent
12 Judgment by the Court in a timely manner. The parties acknowledge that, pursuant to California
13 Health & 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
Managing Member

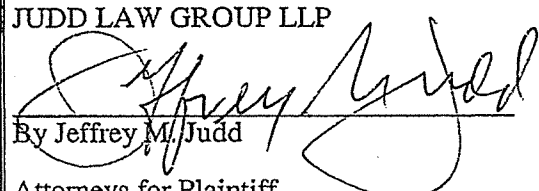
8 Dated: June 23, 2014

BONNE BELL, LLC]

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10 By: 
11 Robert Evans
12 Managing Member

13 Approved as to form:

14 JUDD LAW GROUP LLP

15 
16 By Jeffrey M. Judd

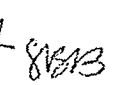
Dated: June 24, 2013

17 Attorneys for Plaintiff
PUBLIC INTEREST ALLIANCE LLC

18 Approved as to form:

19 HANSON BRIDGETT LLP

20 
21 By Sophia Belloni

Dated: June 24, 2013 

22 Attorneys for Defendant
23 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