

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT (this "Agreement") is entered as of this 21st day of November 2013 (the "Effective Date") by and between THE PUBLIC INTEREST ALLIANCE LLC, a California limited liability company ("PIA"), and PALLADIO BEAUTY GROUP, LLC ("PALLADIO").

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings, and intentions:

A. The Public Interest Alliance LLC is a California limited liability company whose mission is to improve human health, preserve the natural environment, and promote compliance with environmental and consumer disclosure laws.

B. On or around June 21, 2013, PIA served a 60-Day Notice of Violation of Proposition 65 re: Titanium Dioxide (airborne, unbound particles of respirable size) on PALLADIO (the "NOV"). Among other things, PIA alleged in the NOV that PALLADIO had exposed California consumers to Titanium Dioxide (airborne, unbound particles of respirable size) through the sale and use of PALLADIO Be Chic Blush (the "Noticed Product").

C. Titanium Dioxide (airborne, unbound particles of respirable size) was added to California's Proposition 65 list on September 2, 2011, and compliance with Proposition 65's notice requirements became effective as of September 2, 2012.

D. Approximately 272 units of the Noticed Product were sold by PALLADIO and/or distributed for re-sale in California, all of which fall within the definition of Noticed Products provided in the NOV. PALLADIO's last sale of the Noticed Product to a California customer was on November 20, 2012, and all production and packaging of Be Chic Blush had been earlier terminated in December 2010. During the period between September 2, 2012, and November 20, 2012, approximately 272 units of the Notice Product were sold in California, constituting total revenue of \$311.00. Further, in response to the NOV filed by PIA, and in connection with this Settlement Agreement, PALLADIO has exercised good faith, commercially reasonable efforts to verify that the Noticed Products are no longer being sold in California and to fully

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comply with the provisions of paragraphs 2.b. and 2.c. below by contacting its direct customers in California and asking those customers to inform PALLADIO if any such customer had inventory of the Noticed Product, and if so to either return such inventory to PALLADIO, or to destroy the inventory and confirm destruction of such inventory to PALLADIO in writing. Based on its inquiries, PALLADIO is not aware of any retailer or other seller in California still selling any Noticed Product in California.

E. Before PIA filed a Proposition 65 enforcement action, PALLADIO expressed to PIA, through their respective counsel that it was interested in settling the claims alleged in the NOV outside the context of a lawsuit, with the understanding that such settlement would only resolve PIA's claims against PALLADIO with respect to the Noticed Products.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties, the parties hereto agree as follows:

1. Settlement Payment. For and in consideration of the payment of Seven Thousand and No/100 Dollars (\$7,000.00) (the "Settlement Payment"), the parties hereby agree that all claims asserted by PIA against PALLADIO in the NOV will be fully settled and resolved. Payment shall be made within five (5) business days after the Effective Date by check or wire transfer to Judd Law Group LLP.
2. PALLADIO's Covenants in Lieu of Injunction. PALLADIO hereby covenants and agrees as follows:
 - a. Reformulation Covenant. PALLADIO no longer distributes, sells, or offers to sell to California consumers the Noticed Products identified on Exhibit A, attached hereto and by this reference incorporated herein. PALLADIO will not distribute, sell, or offer to sell to California consumers the Noticed Products in the future, unless and until such Noticed Products have been reformulated by deleting Titanium Dioxide as an ingredient of such Noticed Products or otherwise are made to comply with Proposition 65.
 - b. Noticed Products No Longer in PALLADIO's Control. PALLADIO is not aware of any Noticed Products currently being sold in California by any third party. In the event

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PALLADIO discovers that the Notice Products are being sold in California. PALLADIO will send a written notice, electronic or otherwise ("Prop 65 Notice") to any such California store or entity. The Prop 65 Notice shall advise the recipient that the Noticed Products "contain Titanium Dioxide, which upon use may expose consumers to Titanium Dioxide (airborne, unbound particles of respirable size), a chemical known to the State of California to cause cancer," and request that the recipient destroy or return to PALLADIO (or another party that PALLADIO has designated) all units of the Noticed Products. The Prop 65 Notice shall require a response from the recipient within twenty (20) days confirming whether the Noticed Products will be returned or destroyed. PALLADIO shall maintain records of all correspondence and other communications generated pursuant to this paragraph for two (2) years after the Effective Date and shall promptly produce copies of such records after PIA's written request.

c. *Current Inventory.* Commencing on the Effective Date, PALLADIO shall not sell or otherwise distribute any Noticed Products in California or to a California consumer unless such product (i) has been certified by the vendor to have been reformulated as provided in Paragraph 2.a above or (ii) contains a clear and reasonable warning as provided in Paragraph 2.d below.

d. *Noticed Product Warnings.*

i. **Product Labeling.** Any warning provided under this Agreement shall be (a) affixed to any invoice or shipping document delivered with the Noticed Product, (b) affixed to the Noticed Product itself in immediate proximity to any marketing, ownership, or pricing tags or labels or, if none, to a surface of the product that would be readily visible to a purchaser or user upon inspection or use of the Noticed Product. Each warning shall be of such size, color, and font, and shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. Each warning shall be provided in a manner such that the consumer or user understands to which specific Noticed Product the warning applies, so as to minimize the risk of consumer confusion. A warning

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provided pursuant to this Agreement shall state:

WARNING: This product contains Titanium Dioxide, which when used may expose the consumer to Titanium dioxide (airborne, unbound particles of respirable size), a chemical known to the State of California to cause cancer.

ii. **Internet Website Warning.** A warning shall be given in conjunction with any sale of the Noticed Products to California residents via the internet, which warning shall appear on each product display page and on a link prominently displayed on a checkout page, which link must be accessed by the purchaser prior to completion of the checkout process, along with electronic confirmation of the purchaser's review of the link. The following warning shall be used and shall appear in the same type size or larger than the text of the Noticed Product description:

WARNING: This product contains Titanium Dioxide, which when used may expose the consumer to Titanium dioxide (airborne, unbound particles of respirable size), a chemical known to the State of California to cause cancer.

3. Releases.

a. *PIA's Release of PALLADIO.* PIA acting on its own behalf releases PALLADIO and each of its shareholders, members, heirs, successors, predecessors, assigns, conservators, directors, officers, employees, representatives, subsidiaries, parent companies, affiliates, agents, partners, joint venturers, insurers, attorneys, and sureties, if any, and each entity to whom PALLADIO directly or indirectly distributed or sold Noticed Products, including, but not limited to downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees (collectively, "Releasees"), from any and all claims, for violations of Proposition 65 through the Effective Date based on unwarned exposures to Titanium Dioxide (airborne, unbound particles of respirable size) (hereafter, "TiO₂") from the Noticed Products, as set forth in the NOV. Compliance with the terms of this Agreement constitutes compliance with Proposition 65 with respect to exposures to TiO₂ from the Noticed Products, as set forth in the NOV. PIA's release shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims,

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liabilities, and demands of PIA of any nature, character, or kind, whether known or unknown, suspected or unsuspected, limited to and arising out of alleged or actual exposures to TiO₂ in the Noticed Products manufactured, imported, distributed, or sold by PALLADIO prior to the Effective Date. PALLADIO further understands and agrees that this Paragraph 3.a release shall not extend upstream to any entities unrelated to PALLADIO. Nothing in this Paragraph 3.a shall affect PIA's rights to commence or prosecute an action under Proposition 65 against a Releasee that does not involve a Noticed Product. The foregoing releases are expressly conditioned on the following:

- i. Confirmation of receipt of funds in the amount of the Settlement Payment in a Judd Law Group LLP bank account; and
- ii. Performance of the covenants described in Paragraph 2.a through 2.d, above.
- iii. Certification by a duly authorized officer of PALLADIO, in the form attached hereto as Exhibit B, to the following facts: (a) During the time between September 2, 2012, and November 20, 2012, PALLADIO sold approximately 272 units of the Noticed Products, for which it received total revenues of \$311,000; and (b) As of November 20, 2012, PALLADIO no longer distributed, sold, or offered for sale in California consumers the Noticed Products.
- iv. *PALLADIO's Release of PIA.* PALLADIO, on behalf of itself, its past and current shareholders, members, heirs, successors, predecessors, assigns, conservators, directors, officers, employees, representatives, subsidiaries, parent companies, affiliates, agents, partners, joint venturers, insurers, attorneys, and sureties, if any, hereby waives, releases and forever discharges any and all claims against PIA and its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by PIA and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Noticed Products.

4. Waiver. This is a full and final Release applying to all unknown and unanticipated

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injuries or damages relating to or arising out of the claims alleged in the NOV, as well as those now known, whether or not disclosed, pertaining to or arising from the Noticed Products, and PIA and PALLADIO do hereby relinquish and waive all rights or benefits conferred upon them by the provisions of Section 1542 of the California Civil Code, which reads as follows:

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

5. No Admission of Liability. PIA understands the liability alleged in the NOV is disputed by PALLADIO herein released; that this Agreement is a compromise and shall not be construed as an admission of liability, and PALLADIO expressly denies the material factual and legal allegations contained in the NOV or related thereto, and maintains that all products it has manufactured, imported, distributed, and/or sold in California, including the Noticed Products, have been and are in compliance with all laws.

6. Warranties.

a. PIA. PIA warrants and represents that PIA is competent to give this complete Release, and has fully authorized the signatory below to give this complete release and discharge on PIA's behalf.

b. PALLADIO.

i. Due Authority. PALLADIO warrants and represents that PALLADIO is competent to give this complete Release, and has fully authorized the signatory below to give this complete release and discharge on PALLADIO's behalf.

ii. Accuracy of Information Provided to PIA. PALLADIO warrants and represents that the information provided to PIA regarding the sales volume of Noticed Products during the period between September 2, 2012, and the Effective Date (the "Relevant Time Period") is, to PALLADIO's best knowledge, complete and accurate.

7. Attorneys' Fees. PIA and PALLADIO each acknowledge and agree that each will bear its own costs, expenses and attorneys' fees arising out of and/or connected with the NOV, and the

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negotiation, drafting and execution of this Agreement.

8. Notices. Unless otherwise specified in this Agreement, all correspondence and notices required to be provided under this Agreement shall be in writing and sent by: (a) personal delivery; (b) first-class registered or certified mail, return receipt requested; or (c) overnight courier to any party by the other party at to the following addresses:

To PIA: Jeffrey M. Judd
Judd Law Group LLP
222 Sutter Street, Suite 600
San Francisco, CA 94108

To PALLADIO Philip Solomon
President & Chief Executive Officer
Palladio Beauty Group, LLC
3129 N. 29th Avenue
Hollywood, Florida 33020

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

9. Construction of Agreement. This Agreement is the product of negotiation and preparation by and between PIA and PALLADIO and their respective attorneys; and that, therefore, PIA and PALLADIO each expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or the other, or by either party's respective attorneys, and will be construed accordingly.

10. Governing Law. This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of California.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of PIA and PALLADIO and each party's respective spouses, heirs, members, executors, administrators, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parents, subsidiaries, attorneys, affiliated and related entities, officers, directors, principals, shareholders, agents, employees, servants, representatives, and all persons, firms, associations, and/or corporations connected with them, including without limitation, their insurers and sureties.

12. Severability. If any provision of this Agreement is for any reason held invalid,

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unenforceable or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

13. Modification. This Agreement may be amended or modified only by a written agreement duly executed by PIA and PALLADIO at the time of such amendment or modification.

14. Headings. The paragraph headings are solely for the convenience of the parties and shall not be utilized in the construction of any of the terms of this Agreement.

15. Miscellaneous.

a. *Entire Agreement*. This Agreement contains the entire agreement between PIA and PALLADIO. PIA and PALLADIO each warrants and represents that no promise or inducement has been offered or received, except as herein recited for the releases of PIA and PALLADIO recited to be released herein, and PIA and PALLADIO further warrant that this Release and Settlement Agreement is executed without reliance on any statement or representation by PIA or PALLADIO, persons or entities recited to be released herein, or any of their representatives, attorneys, investigators, agents, experts, consultants, adjusters or insurers, concerning the nature and extent of the damages which may have been sustained, if at all, or concerning the rights of PIA and PALLADIO, or of the legal liability therefore, or the rights, duties or obligations of any party, person or entity recited to be released herein.

b. *Consultation With Attorneys*. PIA and PALLADIO each acknowledge and warrant that each has consulted at length in this matter with his, her, or its attorney, and each warrants that he, she, or it executes this Agreement pursuant to said agreement, and with the advice of his, her, or its attorney that he, she, or it do so.

c. *No Fraud, Duress, or Undue Influence*. PIA and PALLADIO each further warrant that he, she, or it executes this Release and Settlement Agreement freely, voluntarily and without fraud, duress or undue influence.

d. *Signatories*. Signatories on the behalf of the parties represent that they are authorized to bind the parties to this Agreement.

e. *Counterparts*. This Release and Settlement Agreement may be signed in

counterparts and a facsimile signature shall have the same force and effect as an original signature.

16. Covenant Not to Sue. PIA and PALLADIO agree that he, she, or it will not file, or permit to be filed, in his, her, or its name or on his, her, or its behalf any lawsuit based on any of the matters released herein. This Release and Settlement Agreement may be pled as a full and complete defense of any action, proceeding or claim, or as a basis for abatement of or injunction against such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE PUBLIC INTEREST ALLIANCE LLC

Dated: November 15, 2013

By: Dashiell P. Madison
Title: Managing Member


PALLADIO BEAUTY GROUP, LLC

Dated: NOV 21st, 2013

By: Philip Solomon
Title: President and Chief Executive Officer

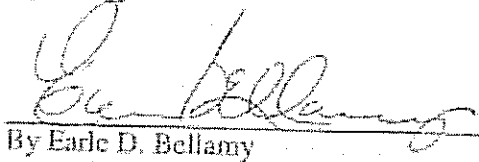
Approved as to form:

JUDD LAW GROUP LLP



By Jeffrey M. Judd

Dated: November 15, 2013



By Earle D. Bellamy

Dated: November 17, 2013

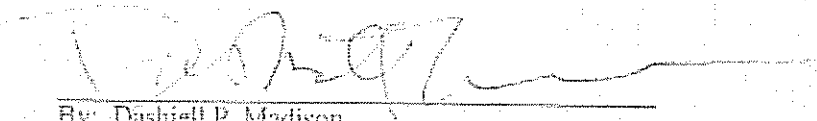
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counterparts and a facsimile signature shall have the same force and effect as an original signature.

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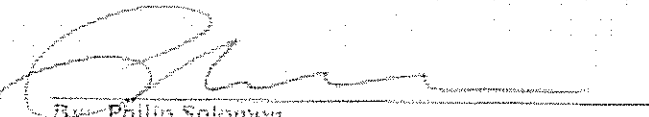
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THE PUBLIC INTEREST ALLIANCE LLC


By: Dashiell P. Madison
Title: Managing Member

Dated: November 15, 2013


PALLADIO BEAUTY GROUP, LLC


By: Philip Solomon
Title: President and Chief Executive Officer

Dated: Nov 21st, 2013

Approved as to form:

JUDD LAW GROUP LLP


By Jeffrey M. Judd

Dated: November 15, 2013

By Earle D. Bellamy

Dated: November ____, 2013

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**EXHIBIT A
NOTICED PRODUCTS**

Be Chic Blush

EXHIBIT B

FORM OF CERTIFICATION

The undersigned, having been duly authorized to make this Certification on behalf of PALLADIO BEAUTY GROUP, LLC ("PALLADIO"), and after reasonable inquiry and diligent search, certifies that to PALLADIO's best knowledge, the following facts are true, correct, and complete: (a) during the period between September 2, 2012 and November 20, 2012, PALLADIO sold approximately 272 units of Be Chic Baked Blush (the "Noticed Product"), for which it received total revenues of approximately \$311,000; and (b) As of November 20, 2012, PALLADIO no longer distributed, sold, or offered to sell in California Consumers the Noticed Product.

Signed this 21st day of November 2013, in Hollywood, Florida, under penalty of perjury under the laws of the State of Florida.

PALLADIO BEAUTY GROUP, LLC.

By: 

Name: Philip Solomon

Title: President and Chief Executive Officer