

1 Jeffrey M. Judd (SBN 136358)  
2 jeff@juddlawgroup.com  
3 JUDD LAW GROUP LLP  
4 222 Sutter Street, Suite 600  
5 San Francisco, California 94108  
6 Telephone: 415.597.5500  
7 Facsimile: 888.308.7686

8 Attorneys for Plaintiff  
9 Public Interest Alliance LLC

ENDORSED  
FILED  
ALAMEDA COUNTY

MAY 20 2014

CLERK OF THE SUPERIOR COURT  
BY YOLANDA ESTRADA Deputy

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  
14 California limited liability company

15 Plaintiff,

16 vs.

17 ACCESS BUSINESS GROUP LLC, et al.

18 Defendants.

) Case No. RG13697992

) ~~PROPOSED~~ JUDGMENT UNDER  
) PROPOSITION 65 SETTLEMENT AND  
) CONSENT JUDGMENT AS TO  
) DEFENDANS DERMAQUEST, INC. AND  
) ALLURE LABS, INC.

) Date: May 20, 2014

) Time: 2:30 p.m.

) Dept: 17

) Res'n No. 1499618

19 Action Filed: October 3, 2013

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28  
Case No.: RG13697992

~~PROP~~ JUDGMENT UNDER PROP 65 STLMT & CONS JDGMT RE: DERMAQUEST & ALLURE

1 In the above-captioned action, plaintiff Public Interest Alliance LLC, and defendants  
2 DermaQuest, Inc. ("DermaQuest") and Allure Labs, Inc. ("Allure"), having agreed through their  
3 respective counsel that Judgment be entered under the terms of their settlement in the form of the  
4 proposed consent judgment (the "Consent Judgment"), and following this Court's entry of an Order  
5 approving the Consent Judgment on May 20, 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. By stipulation of the parties, the Court will retain jurisdiction under Code of Civil  
10 Procedure section 664.6 to enforce Section 4.1.1 of the Consent Judgment.

11 **IT IS SO ORDERED:**

12  
13 Dated: May 20, 2014

**GEORGE C. HERNANDEZ, JR.**  
\_\_\_\_\_  
JUDGE, SUPERIOR COURT

1 Jeffrey M. Judd (SBN 136358)  
2 jeff@juddlawgroup.com  
3 JUDD LAW GROUP LLP  
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5 San Francisco, California 94108  
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7 Facsimile: 888.308.7686

8 Attorneys for Plaintiff  
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  
14 California limited liability company

15 Plaintiff,

16 vs.

17 ACCESS BUSINESS GROUP LLC, et al.

18 Defendants.

)) Case No. RG13697992  
)  
) **CONSENT JUDGMENT – DERMAQUEST,  
) INC. & ALLURE LABS, INC.**  
)  
) (Cal. Health & Safety Code section 25249.6 *et*  
) *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 defendants DermaQuest, Inc. (“DermaQuest”) and Allure Labs, Inc.  
22 (“Allure”). PIA, DermaQuest and Allure are collectively referred to as the “Parties.”

23 1.2 **Public Interest Alliance LLC.** PIA is a California limited liability company dedicated  
24 to improving human health, preserving the natural environment, and promoting compliance with  
25 environmental and consumer disclosure laws.

26 1.3 **DermaQuest.** DermaQuest employs ten or more persons and is a “person in the course  
27 of doing business” for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986,  
28

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

2 1.4 **Allure.** Allure employs ten or more persons and is a “person in the course of doing  
3 business” for purposes of Proposition 65.

4 1.5 **Covered Product.** “Covered Product” (and its plural) shall mean the cosmetic and  
5 personal care products identified in Exhibit A attached hereto and by this reference incorporated  
6 herein.

7 1.6 **General Allegations**

8 1.6.1 PIA alleges that DermaQuest and Allure manufactured, imported, sold and/or  
9 distributed for sale in California, cosmetic and personal care powders that contain Titanium Dioxide  
10 (“TiO<sub>2</sub>”). PIA alleges that during use of such powders, some TiO<sub>2</sub> is released into the air, exposing  
11 consumers to unbound TiO<sub>2</sub> particles of respirable size without the health hazard warnings that  
12 Proposition 65 requires. In 2010, the International Agency for Research on Cancer (“IARC”) issued  
13 Monograph 93, which concluded that TiO<sub>2</sub> is “possibly carcinogenic” to humans when inhaled.  
14 DermaQuest and Allure deny all of the allegations by PIA.

15 1.6.2 Pursuant to Proposition 65, on September 2, 2011, the California Office of  
16 Environmental Health Hazard Assessment (“OEHHA”) identified and listed Titanium Dioxide  
17 (airborne, unbound chemicals of respirable size) as a chemical known to the State of California to  
18 cause cancer. Titanium Dioxide (airborne, unbound chemicals of respirable size) became subject to  
19 the “clear and reasonable warning” requirements of the Act one year later, on September 2, 2012. Cal.  
20 Code Regs., Tit. 27, § 27001; Health & Safety Code §§ 25249.8, 25249.10(b).

21 1.6.3 Titanium Dioxide (airborne, unbound chemicals of respirable size) is hereinafter  
22 referred to as the “Listed Chemical.” PIA alleges that the Listed Chemical is released into the air when  
23 the Covered Products are applied to the skin by brush, pad or sponge, leading to human exposures by  
24 inhalation. DermaQuest and Allure deny all of the allegations by PIA.

25 1.7 **Notices of Violation.** On or about June 12, 2013, PIA served DermaQuest and others,  
26 including certain requisite public enforcement agencies, with a Proposition 65 60-Day Notice of  
27 Violation that provided notice to DermaQuest of an alleged violation of Proposition 65 based upon

1 DermaQuest's alleged failure to warn consumers in California that Covered Products exposed  
2 consumers in California to the Listed Chemical. On or about June 21, 2013, PIA served Allure and  
3 others, including certain requisite public enforcement agencies, with a Proposition 65 60-Day Notice  
4 of Violation that provided notice to Allure of an alleged violation of Proposition 65 based upon  
5 Allure's alleged failure to warn consumers in California that Covered Products exposed consumers in  
6 California to the Listed Chemical. To the best of the Parties' knowledge, no public enforcer has  
7 commenced or is diligently prosecuting the allegations set forth in the Notices of Violation described  
8 above (the "NOVs").

9       1.8    **Complaint.**   On October 3, 2013, PIA filed a Complaint in the Superior Court in and  
10 for the County of Alameda styled, *PIA v. Access Business Group, LLC, et al.*, Case No. RG13697992,  
11 alleging violations of Proposition 65 arising from unwarned exposures to the Listed Chemical when  
12 the Covered Products are used (the "Complaint"). DermaQuest and Allure are named as defendants in  
13 the Complaint.

14       1.9    **No Admission.** DermaQuest and Allure each deny the material factual and legal  
15 allegations contained in the NOVs and Complaint and maintain that all products they have  
16 manufactured, imported, distributed, and/or sold in California, including the Covered Products, have  
17 been and are in compliance with Proposition 65. Nothing in this Consent Judgment shall be construed  
18 as an admission by DermaQuest or Allure of any fact, finding, conclusion, issue of law, or violation of  
19 law, nor shall compliance with this Consent Judgment constitute or be construed as an admission by  
20 DermaQuest or Allure of any fact, finding, conclusion, issue of law, or violation of law. However, this  
21 section shall not diminish or otherwise affect DermaQuest or Allure's obligations, responsibilities, and  
22 duties under this Consent Judgment.

23       1.10   **Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties  
24 stipulate that this Court has jurisdiction over DermaQuest and Allure as to the allegations contained in  
25 the Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to  
26 enter and enforce the provisions of this Consent Judgment pursuant to Proposition 65 and California  
27 Code of Civil Procedure § 664.6.

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2. DEFINITIONS

2.1 California Customer. "California Customer" shall mean any customer that DermaQuest or Allure reasonably understands is located in California, has a California warehouse or distribution center, maintains a retail outlet in California or has made any internet sales into California between September 2, 2012, and the Effective Date, inclusive.

2.2 Effective Date. "Effective Date" shall mean the date this Consent Judgment is approved and entered by the Court.

2.3 Reformulated Products. "Reformulated Products" shall mean Covered Products that have been reformulated to contain no Titanium Dioxide.

2.4 California Retailer. "California Retailer" means a person that offers a Covered Product for retail sale to consumers in the State of California.

3. COVENANTS IN LIEU OF INJUNCTION

3.1 Reformulation Covenant. Commencing on the Effective Date, DermaQuest and Allure each agree that neither shall distribute or sell to California Customers, manufacture or import for distribution or sale to California Customers, or cause to be manufactured or imported for distribution or sale to California Customers, any Covered Products that are not Reformulated Products (the "Reformulation Covenant"), unless they comply with the provisions of Section 3.4 below (Product Warnings).

3.2 Products No Longer in DermaQuest's Control. No later than sixty (60) days after the Effective Date, DermaQuest and Allure shall each send a letter, electronic or otherwise ("Notification Letter") to any California Retailer that purchased Covered Products from DermaQuest or Allure after September 2, 2012 for resale, which Covered Products do not comply with Section 3.4 below (Product Warnings). For purposes of this Section 3.2, a single order of ten (10) or more units of any one version of the Covered Products shall be considered a purchase of the Covered Products for resale, unless DermaQuest or Allure reasonably believes, on the basis of verifiable facts, that the purchase of the Covered Products was not intended for resale. The Notification Letter shall advise



1 statements, designs, or devices in the display as to render it likely to be read and understood by an  
2 ordinary individual under customary conditions of purchase. Each warning shall be provided in a  
3 manner such that the consumer or user understands to which specific product the warning applies, so  
4 as to minimize the risk of consumer confusion. A warning provided pursuant to this Consent  
5 Judgment shall state:

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

8           **3.4.2 Internet Website Warning.** A warning shall be given in conjunction with the  
9 internet sale of Covered Products that are not Reformulated Products by DermaQuest or Allure to  
10 California Customers by a warning on the product display page (which page is displayed at the time a  
11 California Customer is able to add the Covered Product to the DermaQuest or Allure online shopping  
12 cart). The following warning statement shall be used and shall appear in the same type size or larger  
13 than the Covered Product's description text:

14           WARNING: This product contains a chemical known to the State of California to  
15           cause cancer.

16           **3.5 Products Distributed for Sale Prior to Effective Date.** Subject to performance of  
17 section 3.2, above, DermaQuest's and Allure's respective liability under Proposition 65 for Covered  
18 Products that were distributed for retail sale prior to the Effective Date shall be subject to the release of  
19 liability pursuant to Section 5.1 of this Consent Judgment, without regard to when such Covered  
20 Products were or may in the future be sold to California Customers.

21 **4. MONETARY PAYMENTS**

22           **4.1 Civil Penalties Pursuant to Health & Safety Code § 25249.7(b).** In settlement of all  
23 the claims referred to in this Consent Judgment, DermaQuest and/or Allure shall pay a total civil  
24 penalty in the amount of One Thousand Dollars (\$1,000.00) in accordance with this Section. The  
25 penalty payment will be allocated in accordance with California Health & Safety Code §  
26 25249.12(c)(1) and (d), with seventy-five percent (75%) of the funds remitted to OEHHA and the  
27 remaining 25% of the penalty remitted to "Judd Law Group LLP in Trust for Public Interest Alliance  
28

1 LLC.” All penalty payments shall be made within five (5) business days after this Consent Judgment has been  
2 approved by the Court, and delivered to the addresses listed in Section 4.3 below.

3 **4.1.1 Additional Penalty For Unreasonably Incorrect Representation Of Sales Data.**

4 DermaQuest and Allure understand that the sales data provided to PIA was a material factor upon which PIA  
5 has relied to determine the amount of civil penalties assessed pursuant to Health & Safety Code § 25249.7 in  
6 this Consent Judgment. After a reasonable inquiry and diligent review, DermaQuest and Allure each represent  
7 that to the best of its respective knowledge following a reasonable inquiry and diligent search, the sales data  
8 provided by each to PIA are full and complete, and are a true and accurate reflection of sales of the Covered  
9 Products in California during the relevant period. If, within six months after the Effective Date, PIA discovers  
10 and presents to DermaQuest or Allure evidence that prior to execution of this Consent Judgment the Covered  
11 Products were distributed by DermaQuest or Allure in sales volumes materially different than those identified  
12 by DermaQuest or Allure prior to execution of this Consent Judgment, then DermaQuest or Allure, as the case  
13 may be, shall be liable for an additional penalty amount as well as additional attorney fees expended by PIA in  
14 the public interest. In the event PIA believes there is evidence that any of the Covered Products have been  
15 distributed by DermaQuest or Allure in sales volumes materially different than those identified by DermaQuest  
16 or Allure, PIA shall provide DermaQuest or Allure with a written demand for additional penalties and attorney  
17 fees under this Section stating the factual basis therefor. After service of such demand, DermaQuest or Allure,  
18 as applicable, shall have thirty (30) days to meet and confer with PIA about the demand. Should this 30-day  
19 period pass without any such resolution between the Parties, PIA shall be entitled to file a noticed motion, and  
20 the prevailing party shall be entitled to all reasonable attorney fees and costs relating to that action. Any  
21 additional penalty or attorney fee payments must be approved by the Court and comply with Title 11, California  
22 Code of Regulations section 3000, et seq., including provision of at least 45 days’ notice to the Attorney  
23 General’s Office prior to the hearing date.

24 **4.2 Reimbursement of Fees and Costs.** DermaQuest, Allure, and PIA have agreed on the  
25 compensation due PIA under the principles of Code of Civil Procedure Section 1021.5. DermaQuest  
26 and/or Allure agree to pay attorney fees and costs incurred as a result of investigating, bringing this  
27 matter to DermaQuest and Allure’s attention, negotiating a settlement in the public interest, and

1 seeking court approval in the total amount of Six Thousand Dollars (\$6,000.00). DermaQuest and  
2 Allure each further agree that neither shall oppose PIA's application to the court for approval of said  
3 fees and costs. All attorney fee and cost reimbursement payments shall be made within five (5)  
4 business days after the Effective Date and delivered to the addresses listed in Section 4.3 below.

5 4.3 Payment Procedures

6 4.3.1 Issuance of Payments

7 (a) All payments to PIA and its counsel, pursuant to Sections 4.1 and 4.2 shall be delivered  
8 to the following payment address:

9 Judd Law Group LLP  
10 222 Sutter Street, Suite 600  
San Francisco, CA 94108

11 (b) All payments to OEHHA (EIN: 68-0284486), pursuant to Section 4.1, shall be delivered  
12 directly to OEHHA (Memo line "Prop 65 Penalties") at one of the following addresses, as appropriate:

13 For United States Postal Service Delivery: Mr. Mike Gyrics  
14 Fiscal Operations Branch Chief  
Office of Environ'tal Health Hazard Assessment  
15 P.O. Box 4010  
Sacramento, CA 95812-4010

16 For Non-United States Postal Service Delivery: Mr. Mike Gyrics  
17 Fiscal Operations Branch Chief  
Office of Environ'tal Health Hazard Assessment  
18 1001 I Street  
Sacramento, CA 95814

19 4.3.2 Proof of Payment to OEHHA. A copy of each check payable to OEHHA shall  
20 be mailed, simultaneous with payment, to Judd Law Group LLP at the address set forth in Section  
21 4.3.1(a) above, as proof of payment to OEHHA.

22 4.3.3 Tax Documentation. DermaQuest or Allure, as applicable, shall issue a  
23 separate 1099 form for each payment required by this Section to: (a) PIA (EIN 46-3826361), to the  
24 address set forth in Section 4.3.1(a) above; (b) OEHHA, who shall be identified as "California Office  
25 of Environmental Health Hazard Assessment" (EIN 68-0284486) in the 1099 form, to be delivered  
26 directly to OEHHA, P.O. Box 4010, Sacramento, CA 95814, and (c) "Judd Law Group LLP" (EIN:  
27 90-0789749) to the address set forth in Section 4.3.1(a) above.



1 which shall be provided to the Attorney General's office at least five (5) business days prior to submission to the  
2 Court, to provide DermaQuest and Allure the benefit thereof. Further, should there be a court decision  
3 involving a recipient of one of the NOV's and such decision is in whole or in part favorable to the defendant(s) in  
4 such action, then that decision shall be incorporated into this Agreement by a stipulation and proposed order, a  
5 copy of which shall be provided to the Attorney General's office at least five (5) business days prior to  
6 submission to the Court. Further, should any consent judgment establish a "No Significant Risk Level" for  
7 Titanium Dioxide (airborne, unbound particles of respirable size) and provide for other parties to opt-in, any  
8 payments DermaQuest and/or Allure has made pursuant to this Agreement shall be offset against any opt-in  
9 payment requirements of such consent judgment in the event DermaQuest and/or Allure elect to opt into such  
10 consent judgment. Should PIA in the future become aware of facts or circumstances that have not been publicly  
11 disclosed that, in PIA's opinion might help preserve DermaQuest or Allure's competitiveness, it shall so notify  
12 DermaQuest or Allure's counsel, as the case may be, by email within forty-five (45) days after PIA becomes  
13 aware of such non-public facts or circumstances. PIA shall prepare all such stipulations and proposed orders, at  
14 PIA's sole expense, and shall make reasonable efforts to obtain the parties' signatures thereto.

15 **7. COURT APPROVAL**

16 This Consent Judgment is not effective until it is approved and entered by the Court and shall be null  
17 and void if, for any reason, it is not approved and entered by the Court within one year after it has been fully  
18 executed by all Parties. If the Court does not approve the Consent Judgment, the Parties shall meet and confer  
19 as to whether to modify the language or appeal the ruling. If the Parties do not jointly agree on a course of  
20 action to take, then the case shall proceed in its normal course on the Court's trial calendar. If the Court's  
21 approval is ultimately overturned by an appellate court, the Parties shall meet and confer as to whether to  
22 modify the terms of this Consent Judgment. If the Parties do not jointly agree on a course of action to take, then  
23 the case shall proceed in its normal course on the Court's trial calendar.

24 **8. SEVERABILITY.**

25 If, subsequent to the Court's approval and entry of this Consent Judgment, any of the provisions of this  
26 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining  
27 shall not be adversely affected.

1 **9. GOVERNING LAW**

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

12 **10. NOTICES**

13 Unless specified herein, all correspondence and notices required to be provided pursuant to this  
14 Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class registered or  
15 certified mail, return receipt requested; or (iii) overnight courier to any Party by the other Party at the  
16 following addresses:

17 To DermaQuest or Allure:

18 Sam Dhatt  
19 DERMAQUEST, INC.  
20 30901 Wiegman Road  
21 Hayward, CA 94544

To PIA:

Public Interest Alliance LLC  
c/o Jeffrey M. Judd  
JUDD LAW GROUP LLP  
222 Sutter Street, Suite 600  
San Francisco, CA 94108  
jeff@juddlawgroup.com

21 With a copy to:

22 H. Kim Sim  
23 CONKLE, KREMER & ENGEL, PLC  
24 3130 Wilshire Boulevard, Suite 500  
25 Santa Monica, CA 90403-2351  
26 k.sim@conklelaw.com

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

1 **11. COUNTERPARTS, FACSIMILE AND ELECTRONIC SIGNATURES**

2 This Consent Judgment may be executed in counterparts and by facsimile or electronic  
3 signature, each of which shall be deemed an original, and all of which, when taken together, shall  
4 constitute one and the same document. A facsimile or electronic signature shall be as valid as the  
5 original.

6 **12. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)**

7 PIA and its attorneys agree to comply with the reporting form requirements referenced in  
8 California Health & Safety Code section 25249.7(f).

9 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

10 The Parties agree to mutually employ their best efforts to support the entry of this agreement as  
11 a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely manner.  
12 The Parties acknowledge that, pursuant to California Health & Safety Code section 25249.7, a noticed  
13 motion is required to obtain judicial approval of this Consent Judgment, which PIA shall draft and file,  
14 DermaQuest and Allure shall join. If any third party objection to the noticed motion is filed, PIA,  
15 DermaQuest and/or Allure shall work together to file a joint reply and appear at any hearing before the  
16 Court. This provision is a material component of the Consent Judgment and shall be treated as such in  
17 the event of a breach.

18 **14. MODIFICATION**

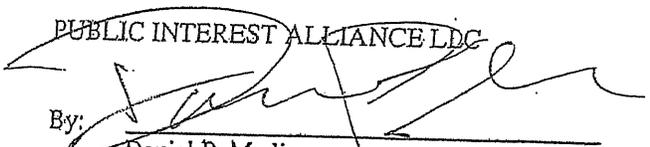
19 This Consent Judgment may be modified only: (1) by written agreement of the Parties and  
20 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion of  
21 any Party and entry of a modified Consent Judgment by the Court.

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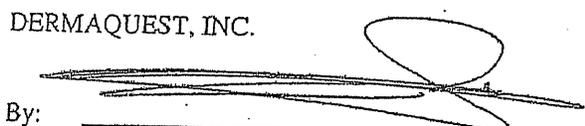
1 15. AUTHORIZATION

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

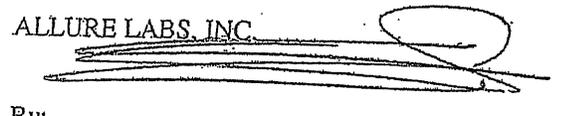
5 Dated: March 27, 2014

PUBLIC INTEREST ALLIANCE LLC  
  
By: \_\_\_\_\_  
Daniel P. Madison  
Managing Member

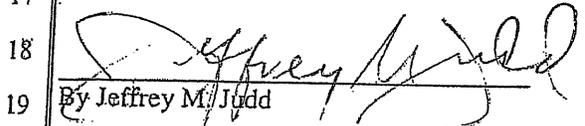
9 Dated: March 26, 2014

DERMAQUEST, INC.  
  
By: \_\_\_\_\_  
Sam Dhatt  
President

13 Dated: March 26, 2014

ALLURE LABS, INC.  
  
By: \_\_\_\_\_  
Sam Dhatt  
President

16 Approved as to form:  
17 JUDD LAW GROUP LLP

18   
19 By Jeffrey M. Judd

Dated: March 26, 2014

20 Attorneys for Plaintiff  
PUBLIC INTEREST ALLIANCE LLC

21 Approved as to form:  
22 CONKLE, KREMER & ENGEL, PLC

23   
24 By H. Kim Sim

Dated: March 26, 2014

25 Attorneys for Defendants  
26 DERMAQUEST, INC. AND ALLURE LABS, INC.

EXHIBIT A – COVERED PRODUCTS

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ON-THE-GO FINISHING POWDER SPF 30

BUILDABLE COVERAGE LOOSE MINERAL POWDER SPF 20

YOANNA SKIN CARE EARTH MINERAL FOUNDATION COLORS – BROWN SUGAR