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11 CENTER FOR ENVIRONMENTAL HEALTH

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF ALAMEDA

14 Coordination Proceeding Special Title:) Judicial Council Coordination
15 PROPOSITION 65 COCAMIDE DEA CASES) Proceeding
16) Case No. 4765
17)
18 This Document Relates To:) **[PROPOSED] CONSENT**
19) **JUDGMENT AS TO GOJO**
20) **INDUSTRIES, INC.**
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30 **1. INTRODUCTION**

31 1.1 The parties to this Consent Judgment (“Parties”) are the Center for Environmental
32 Health (“CEH”) and defendant GOJO Industries, Inc. (“Settling Defendant”). CEH and Settling
33 Defendant are referred to collectively as the “Parties.”

34 1.2 Settling Defendant is a corporation that employs ten (10) or more persons and that
35 manufactures and sells skin health and hygiene solutions, including soap products that contain
36 coconut oil diethanolamine condensate (cocamide diethanolamine) (hereinafter, “cocamide
37 DEA”) in the State of California or has done so in the past. Settling Defendant’s soap products

1 are sold in bulk quantities, and are used in dispensers found in private facilities, such as
2 manufacturing centers, and facilities open to the public such as offices, restaurants, stores and
3 airports. On November 8, 2013, CEH served a 60-Day Notice of Violation under Proposition 65
4 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code
5 §§ 25249.5, *et seq.*) (“Notice”) to Settling Defendant, the California Attorney General, the
6 District Attorneys of every County in the State of California, and the City Attorneys for every
7 City in the State of California with a population greater than 750,000. The Notice alleges
8 violations of Proposition 65 with respect to the presence of cocamide DEA in certain shampoo
9 and liquid soap products manufactured and sold by Settling Defendant.

10 1.3 On November 8, 2013 and March 18, 2014, CEH served similar Notices under
11 Proposition 65 on OfficeWorld, Inc. and Interline Brands, Inc. (a/k/a AmSan), which are
12 customers of Settling Defendant that distribute, under Settling Defendant’s label and/or their own
13 label, shampoo and liquid soap products manufactured by Settling Defendant. The Notices
14 similarly allege violations of Proposition 65 with respect to the presence of cocamide DEA in
15 such shampoo and liquid soap products.

16 1.4 On January 2, 2015, CEH amended its complaint in the action entitled *CEH v.*
17 *Biopelle, Inc., et al.*, Case No. RG 14-726964, to add Settling Defendant as a defendant in that
18 action. On July 7, 2014, the *Biopelle* action was coordinated with several other related
19 Proposition 65 actions in the *Proposition 65 Cocamide DEA Cases*, Case No. JCCP 4765,
20 currently pending before this Court.

21 1.5 Soon after receiving CEH’s Notice, Settling Defendant contacted CEH to discuss
22 the allegations therein. The Parties have engaged in extensive and productive negotiations since
23 that time, in part focused on the differences between Settling Defendant’s bulk soap products (as
24 discussed above) and those of most of the other defendants named in this coordinated proceeding.

25 1.6 For purposes of this Consent Judgment only, the Parties stipulate that: (i) this
26 Court has jurisdiction over the allegations of violations contained in the operative Complaint
27 applicable to Settling Defendant (“Complaint”) and personal jurisdiction over Settling Defendant
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1 as to the acts alleged in the Complaint; (ii) venue is proper in the County of Alameda; and (iii)
2 this Court has jurisdiction to enter this Consent Judgment.

3 1.7 Neither this Consent Judgment, nor any actions taken pursuant to this Consent
4 Judgment, nor any payment pursuant to the Consent Judgment shall constitute or be construed as
5 a finding, adjudication, admission or acknowledgment of any fact, law, or liability, nor shall it be
6 construed as an admission of violation of any law, rule, or regulation, or the validity of any claim,
7 allegation or defense. Settling Defendant maintains and reserves all defenses to any alleged
8 violations. Except as to the matters released herein, nothing in this Consent Judgment shall
9 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
10 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
11 is accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in
12 this action.

13 **2. DEFINITIONS**

14 2.1 “Covered Products” means all bland (that is, non-antibacterial) soaps and
15 shampoos containing cocamide DEA, and MICRELL® antibacterial lotion soap containing
16 cocamide DEA, that were or are manufactured and sold, directly or through customers, by
17 Settling Defendant, as further described in the Product Formulations set forth in Section 2.5, and
18 including, without limitation, the products identified by SKU in Exhibit 1. Covered Products
19 includes private label products manufactured by Settling Defendant for other vendors, including
20 without limitation, Interline Brands, Inc. (a/k/a AmSan).

21 2.2 “Early Reformulation Date” means December 31, 2014.

22 2.3 “Effective Date” is the date on which the Court enters this Consent Judgment.

23 2.4 “Final Reformulation Date” means February 1, 2015.

24 2.5 “Product Formulations” means each of the following nine classes of Covered
25 Products: (1) Pink Lotion Soap; (2) White Coconut Skin Cleanser; (3) Blue Mild Lotion Soap; (4)
26 Yellow Enriched Lotion Soap; (5) Yellow Shampoo and Body Wash; (6) Rose Spa Bath Body
27 and Hair Shampoo; (7) Green Body and Hair Shampoo; (8) Clear Honey Almond Foam Soap and
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1 (9) MICRELL® antibacterial lotion soap.

2 2.6 “Initial Settlement Payment” is the sum of the three payments required by Sections
3 5.1.1, 5.1.2 and 5.1.3.

4 **3. INJUNCTIVE RELIEF**

5 3.1 **Reformulation of Covered Products.** As of the Final Reformulation Date,
6 Settling Defendant shall not manufacture for sale in California, directly or indirectly, any Covered
7 Product that contains cocamide DEA. For purposes of this Consent Judgment, a product
8 “contains cocamide DEA” if cocamide DEA is an intentionally added ingredient in the product
9 and/or part of the product formulation.

10 3.2 **Specification to Suppliers.** If applicable, no more than thirty (30) days after the
11 Effective Date, Settling Defendant shall issue specifications to its suppliers of Covered Products
12 requiring that Covered Products not contain any cocamide DEA, and shall instruct each supplier
13 to use reasonable efforts to eliminate Covered Products containing cocamide DEA on a
14 nationwide basis.

15 3.3 **Early Reformulation of Certain Products.** As of the Early Reformulation Date,
16 Settling Defendant shall cease selling the Pink Lotion Soap Product Formulation (“Section 3.3
17 Product”) in California unless such product has been reformulated such that it no longer contains
18 cocamide DEA.

19 3.4 **Early Reformulation of Products Other Than the Pink Lotion Soap Product**
20 **Formulation.** Settling Defendant will endeavor to reformulate Product Formulations in addition
21 to the Section 3.3 Product prior to the Early Reformulation Date. To the extent that Settling
22 Defendant fully reformulates one or more of the eight additional Product Formulations by the
23 Early Reformulation Date, Settling Defendant will provide CEH, by January 15, 2015, with a
24 written certification in the form of a letter from Settling Defendant’s COO or CFO, setting forth
25 the particular Product Reformulations of Covered Product(s) subject to credits for Early
26 Reformulation. As set forth in Section 5 below, Settling Defendant shall receive a \$5,000 credit
27 against the combined penalty and payment in lieu of penalty amounts for each Product
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1 Formulation of Covered Product for which it is able to meet the Early Reformulation Date. The
2 amount of all credits to be received by Settling Defendant pursuant to this paragraph shall be
3 deducted from the amounts otherwise due in Section 5.1.4.

4 **4. ENFORCEMENT**

5 4.1 The Parties may, by motion or application for an order to show cause before the
6 Superior Court of Alameda County, enforce the terms and conditions contained in this Consent
7 Judgment. Prior to bringing any motion or application to enforce the requirements of Section 3.1
8 above, CEH shall provide Settling Defendant with a Notice of Violation and a copy of any test
9 results which purportedly support CEH's Notice of Violation. The Parties shall then meet and
10 confer regarding the basis for CEH's anticipated motion or application in an attempt to resolve it
11 informally, including providing Settling Defendant a reasonable opportunity of at least thirty (30)
12 days to cure any alleged violation. Should such attempts at informal resolution fail, CEH may
13 file its enforcement motion or application. This Consent Judgment may only be enforced by the
14 Parties.

15 **5. PAYMENTS**

16 5.1 **Payments by Settling Defendant.** No later than ten (10) days following the
17 Effective Date, Settling Defendant shall pay the Initial Settlement Payment. The Initial
18 Settlement Payment shall be paid in three separate checks delivered to counsel for CEH at the
19 address set forth in Section 8.1 below. The three checks issued by Settling Defendant shall be
20 allocated from the Initial Settlement Payment as follows:

21 5.1.1 \$6,000.00 as a civil penalty pursuant to Health & Safety Code §
22 25249.7(b), such money to be apportioned by CEH in accordance with Health & Safety Code §
23 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health
24 Hazard Assessment). The civil penalty check shall be made payable to the Center for
25 Environmental Health.

26 5.1.2 \$9,000.00 as a payment in lieu of additional civil penalties, payable
27 to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations,
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1 Title 11, § 3203(b). CEH will use such funds to continue its work educating and protecting
2 people from exposures to toxic chemicals. CEH may also use a portion of such funds to monitor
3 compliance with this Consent Judgment and to purchase and test Settling Defendant's Covered
4 Products to confirm compliance. In addition, as part of its Community Environmental Action and
5 Justice Fund, CEH will use four percent (4%) of such funds to award grants to grassroots
6 environmental justice groups working to educate and protect people from exposures to toxic
7 chemicals. The method of selection of such groups can be found at the CEH web site at
8 www.ceh.org/justicefund. The payment pursuant to this Section shall be made payable to the
9 Center for Environmental Health.

10 5.1.3 \$65,000.00 as reimbursement of a portion of CEH's reasonable
11 attorneys' fees and costs. A check for \$60,000 shall be made payable to the Lexington Law
12 Group, and a check for \$5,000 shall be made payable to the Center for Environmental Health.

13 5.1.4 No later than February 15, 2015, Settling Defendant shall make an
14 additional payment of \$40,000 to CEH. Of this additional payment, \$16,000 shall be a civil
15 penalty pursuant to Health & Safety Code § 25249.7(b), such money to be apportioned by CEH in
16 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of
17 California's Office of Environmental Health Hazard Assessment). The remaining \$24,000 shall
18 be as a payment in lieu of additional civil penalties, payable to CEH pursuant to Health & Safety
19 Code § 25249.7(b), and California Code of Regulations, Title 11, § 3203(b). CEH will use such
20 funds to continue its work educating and protecting people from exposures to toxic chemicals.
21 CEH may also use a portion of such funds to monitor compliance with this Consent Judgment and
22 to purchase and test Settling Defendant's products to confirm compliance. In addition, as part of
23 its Community Environmental Action and Justice Fund, CEH will use four percent (4%) of such
24 funds to award grants to grassroots environmental justice groups working to educate and protect
25 people from exposures to toxic chemicals. The method of selection of such groups can be found
26 at the CEH web site at www.ceh.org/justicefund. The payment pursuant to this Section shall be
27 made payable to the Center for Environmental Health.

1 5.1.4(a) As set forth in Section 3.3 above, the penalty and payment in lieu of
2 penalty amounts set forth above will be reduced by \$2,000 and \$3,000,
3 respectively, for each Product Formulation of Covered Products, other than the
4 Section 3.3.1 Product, that Settling Defendant is able to reformulate prior to the
5 Early Reformulation Date. To the extent that Settling Defendant is able to
6 reformulate all of the Product Formulations prior to the Early Reformulation Date,
7 no additional payment shall be due.

8 **6. MODIFICATION**

9 6.1 **Written Consent.** This Consent Judgment may be modified from time to time by
10 express written agreement of the Parties with the approval of the Court, or by an order of this
11 Court upon motion and in accordance with law, including but in no way limited to modifications
12 due to force majeure events.

13 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
14 attempt in good faith to meet and confer with the other Party prior to filing a motion to modify the
15 Consent Judgment.

16 **7. CLAIMS COVERED AND RELEASED**

17 7.1 This Consent Judgment is a full, final, and binding resolution between CEH on
18 behalf of itself and the public interest and (1) Settling Defendant, and its past and present parents,
19 subsidiaries, affiliated entities that are under common ownership, and their respective directors,
20 officers, employees, owners, shareholders, agents and attorneys, and each of them (“Defendant
21 Releasees”), and (2) each entity to whom Settling Defendant directly or indirectly has in the past
22 or does distribute or sell Covered Products, including but not limited to distributors, wholesalers,
23 customers, retailers, franchisees, cooperative members, licensors, and licensees, including but not
24 limited, to each of their respective parents, subsidiaries, brands, divisions and affiliates under
25 common ownership, and their respective directors, officers, employees, owners, shareholders,
26 agents and attorney, and each of them, and further including, without limitation, Interline Brands,
27 Inc. (a/k/a AmSan) and OfficeWorld, Inc. (collectively the entities in this subsection (2) are the
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1 “Downstream Releasees”), for any violation of Proposition 65 that was or could have been
2 asserted in the Complaint against Settling Defendant, Defendant Releasees, and/or Downstream
3 Releasees, based on failure to warn relating to alleged exposure to cocamide DEA contained in
4 Covered Products that were manufactured or sold by Settling Defendant prior to the Effective
5 Date.

6 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant and
7 Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant,
8 Defendant Releasees, and Downstream Releasees with respect to any alleged failure to warn
9 relating to cocamide DEA in Covered Products manufactured and sold by Settling Defendant
10 after the Effective Date.

11 7.3 With respect to the products covered by this Consent Judgment, CEH, and its past
12 and current agents, representatives and attorneys acknowledge that they are/it is familiar with
13 Section 1542 of 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
16 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
17 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
18 HER SETTLEMENT WITH THE DEBTOR.

18 CEH, on behalf of itself and its past and current agents, representatives, successors, and/or
19 assignees expressly waives and relinquishes any and all rights and benefits which it may have
20 under, or which may be conferred on it by the provisions of Civil Code Section 1542.

21 7.4 Nothing in this Section 7 affects CEH’s right to commence or prosecute an action
22 under Proposition 65 against any person other than Settling Defendant, Defendant Releasees, or
23 Downstream Releasees.

24 **8. NOTICES**

25 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
26 notice shall be sent by first class and electronic mail to:

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Mark Todzo
Lexington Law Group
503 Divisadero Street
San Francisco, CA 94117
mtodzo@lexlawgroup.com

8.2 When Settling Defendant is entitled to receive any notice under this Consent Judgment, the notice shall be sent by first class and electronic mail to:

Jon Benjamin
Farella, Braun & Martel
235 Montgomery Street, 17th Floor
San Francisco, CA 94104
jbenjamin@fbm.com

8.3 Any Party may modify the person and address to whom the notice is to be sent by sending the other Party notice by first class and electronic mail.

9. COURT APPROVAL

9.1 This Consent Judgment shall become effective upon entry by the Court. CEH shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall support entry of this Consent Judgment.

9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect and shall never be introduced into evidence or otherwise used in any proceeding for any purpose. Further, if this Consent Judgment is not entered by the Court, the Parties shall be relieved of the performance of their respective obligations hereunder.

10. ATTORNEYS' FEES

10.1 Should either Party prevail on any motion, application for an order to show cause, or other proceeding to enforce a violation of this Consent Judgment, such prevailing Party shall be entitled to its reasonable attorneys' fees and costs incurred in connection with such motion or application.

10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear its own attorneys' fees and costs.

1 **11. OTHER TERMS**

2 11.1 The terms of this Consent Judgment shall be governed by the laws of the State of
3 California.

4 11.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
5 Defendant, and its respective divisions, subdivisions, and subsidiaries, and the successors or
6 assigns of any of them.

7 11.3 This Consent Judgment contains the sole and entire agreement and understanding
8 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
9 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
10 and therein. There are no warranties, representations, or other agreements between the Parties
11 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
12 other than those specifically referred to in this Consent Judgment have been made by any Party
13 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
14 shall be deemed to exist or to bind any of the Parties hereto. No supplementation, modification,
15 waiver, or termination of this Consent Judgment shall be binding unless executed in writing by
16 the Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall
17 be deemed or shall constitute a waiver of any of the other provisions hereof whether or not
18 similar, nor shall such waiver constitute a continuing waiver.

19 11.4 Nothing in this Consent Judgment shall release, or in any way affect any rights that
20 Settling Defendant might have against any other party, whether or not that party is a settling
21 defendant.

22 11.5 This Court shall retain jurisdiction of this matter to implement or modify the
23 Consent Judgment.

24 11.6 The stipulations to this Consent Judgment may be executed in counterparts and by
25 means of facsimile or portable document format (pdf), which taken together shall be deemed to
26 constitute one document.

27 11.7 Each signatory to this Consent Judgment certifies that he or she is fully authorized
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1 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
2 execute the Consent Judgment on behalf of the Party represented and legally bind that Party to the
3 terms contained herein.

4 11.8 The Parties, including their counsel, have participated in the preparation of this
5 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
6 Consent Judgment was subject to revision and modification by the Parties and has been accepted
7 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
8 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
9 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
10 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
11 the drafting Party should not be employed in the interpretation of this Consent
12 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

13 11.9 The Parties intend this Consent Judgment to be a full and final settlement of this
14 matter, and that it should be entered as a final judgment.

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16 **IT IS SO STIPULATED:**

17 **CENTER FOR ENVIRONMENTAL HEALTH**

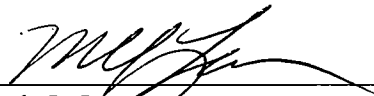
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Charlie Pizarro
Associate Director

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GOJO INDUSTRIES, INC.



Mark S. Lerner
President & Chief Operating Officer

IT IS SO ORDERED:

Dated: _____, 2014

Judge of the Superior Court

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EXHIBIT 1
COVERED PRODUCTS

<u>Material</u>	<u>Description</u>
1886-04	Green Body and Hair Shampoo
1886-04-B8Q00	Green Body and Hair Shampoo
1896-01	Green Body and Hair Shampoo
9126-12	Green Body and Hair Shampoo
2108-08	Blue Mild Lotion Soap
2208-04	Blue Mild Lotion Soap
5005-04	Clear Honey Almond Foam Soap
5005-04-B5PCB	Clear Honey Almond Foam Soap
5005-04-HG600	Clear Honey Almond Foam Soap
2118-08	MICRELL® Antibacterial Lotion Soap
2118-08-B5P00	MICRELL® Antibacterial Lotion Soap
2157-04	MICRELL® Antibacterial Lotion Soap
2157-04-B4X00MB	MICRELL® Antibacterial Lotion Soap
2157-08	MICRELL® Antibacterial Lotion Soap
2157-08-AST00BL	MICRELL® Antibacterial Lotion Soap
2157-08-GET00TQ	MICRELL® Antibacterial Lotion Soap
2157-08-PD300RB	MICRELL® Antibacterial Lotion Soap
2157-08-SS100WH	MICRELL® Antibacterial Lotion Soap
2157-D1	MICRELL® Antibacterial Lotion Soap
2218-04	MICRELL® Antibacterial Lotion Soap
2218-04-B5P00	MICRELL® Antibacterial Lotion Soap
2257-04	MICRELL® Antibacterial Lotion Soap
2257-04-B5P00	MICRELL® Antibacterial Lotion Soap
2257-04-PD300RB	MICRELL® Antibacterial Lotion Soap
2257-04-PRY00CH	MICRELL® Antibacterial Lotion Soap
2257-04-SS100WH	MICRELL® Antibacterial Lotion Soap
4216-04	MICRELL® Antibacterial Lotion Soap
4301-48	MICRELL® Antibacterial Lotion Soap
4303-12	MICRELL® Antibacterial Lotion Soap
9752-12	MICRELL® Antibacterial Lotion Soap

1	9755-04	MICRELL® Antibacterial Lotion Soap
	9755-04-B8Q00	MICRELL® Antibacterial Lotion Soap
2	9756-06	MICRELL® Antibacterial Lotion Soap
	9756-06-B5P00	MICRELL® Antibacterial Lotion Soap
3	9757-12	MICRELL® Antibacterial Lotion Soap
	9757-12-B8Q00	MICRELL® Antibacterial Lotion Soap
4	9759-12	MICRELL® Antibacterial Lotion Soap
5	1678-12-AST00	Pink Lotion Soap
	1678-12-BCE00	Pink Lotion Soap
6	1678-12-GET00	Pink Lotion Soap
	1678-12-HG600	Pink Lotion Soap
7	1678-12-SS100	Pink Lotion Soap
8	1679-12-GCE00	Pink Lotion Soap
	1779-04-HG600	Pink Lotion Soap
9	1805-04	Pink Lotion Soap
10	1807-04	Pink Lotion Soap
	1807-04-B4W00	Pink Lotion Soap
11	1807-04-B5P00	Pink Lotion Soap
	1807-04-B8Q00	Pink Lotion Soap
12	1807-04-GCE00	Pink Lotion Soap
	1807-04-J3300	Pink Lotion Soap
13	1807-04-M4600	Pink Lotion Soap
	1823-04-GET00	Pink Lotion Soap
14	1827-04-B5P00	Pink Lotion Soap
15	2113-08	Pink Lotion Soap
16	2117-04	Pink Lotion Soap
	2117-08	Pink Lotion Soap
17	2117-08-	
18	AST00BL	Pink Lotion Soap
	2117-08-	
19	B4W00LG	Pink Lotion Soap
	2117-08-B5P00	Pink Lotion Soap
20	2117-08-	
21	BCE00YL	Pink Lotion Soap
	2117-08-	
22	GET00TQ	Pink Lotion Soap
	2117-08-	
23	SS100WH	Pink Lotion Soap
	2213-04	Pink Lotion Soap
24	2217-04	Pink Lotion Soap
	2217-04-	
25	AST00BL	Pink Lotion Soap
	2217-04-	
26	B4W00LG	Pink Lotion Soap
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1	2217-04-B5P00	Pink Lotion Soap
2	2217-04- BCE00YL	Pink Lotion Soap
3	2217-04- PD30ORB	Pink Lotion Soap
4	2217-04- PRY00CH	Pink Lotion Soap
5	2217-04- SIG00DG	Pink Lotion Soap
6	2217-04- SS100WH	Pink Lotion Soap
7	2313-12	Pink Lotion Soap
8	9112-12	Pink Lotion Soap
9	9112-12-B4W00	Pink Lotion Soap
10	9112-12-B5P00	Pink Lotion Soap
11	9112-12-B8Q00	Pink Lotion Soap
12	9112-12-BCE00	Pink Lotion Soap
13	9128-12	Pink Lotion Soap
14	9128-12-AFC00	Pink Lotion Soap
15	9128-12-AFX00	Pink Lotion Soap
16	9128-12-J4500	Pink Lotion Soap
17	9128-12-M4600	Pink Lotion Soap
18	9128-12-PD300	Pink Lotion Soap
19	9312-24-B5PCB	Pink Lotion Soap
20	2152-08	Rose Spa Bath Body and Hair Shampoo
21	2152-08- BCE00YL	Rose Spa Bath Body and Hair Shampoo
22	2252-04	Rose Spa Bath Body and Hair Shampoo
23	2252-04- B4W00LG	Rose Spa Bath Body and Hair Shampoo
24	2252-04-B5P00	Rose Spa Bath Body and Hair Shampoo
25	2252-04- BCE00YL	Rose Spa Bath Body and Hair Shampoo
26	2252-04- SIG00DG	Rose Spa Bath Body and Hair Shampoo
27	2252-04- SS100WH	Rose Spa Bath Body and Hair Shampoo
28	7230-04	Rose Spa Bath Body and Hair Shampoo
29	7230-04-B5P00	Rose Spa Bath Body and Hair Shampoo
30	7530-02	Rose Spa Bath Body and Hair Shampoo
31	7530-02-B5P00	Rose Spa Bath Body and Hair Shampoo
32	9152-12	Rose Spa Bath Body and Hair Shampoo
33	9152-12-B5P00	Rose Spa Bath Body and Hair Shampoo
34	9155-04	Rose Spa Bath Body and Hair Shampoo
35	9157-04	Rose Spa Bath Body and Hair Shampoo

1	1783-04-HG600	White Coconut Skin Cleanser
	1812-04	White Coconut Skin Cleanser
2	1812-04-B4W00	White Coconut Skin Cleanser
	1812-04-B5PCB	White Coconut Skin Cleanser
3	1812-04-B8Q00	White Coconut Skin Cleanser
	1812-04-GCE00	White Coconut Skin Cleanser
4	1812-04-M4600	White Coconut Skin Cleanser
	9328-12-GCE00	White Coconut Skin Cleanser
5	9102-12	Yellow Enriched Lotion Soap
	9102-12-B5P00	Yellow Enriched Lotion Soap
6	2252-04-	
7	AST00BL	Yellow Shampoo and Body Wash
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