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19 Washington, D.C. 20002  
20 Phone: 202-470-3520  
21 Fax: 202-800-2730

22 *Attorneys for Plaintiff*

23 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
24 COUNTY OF ALAMEDA

25 Piyush Yadav, an individual acting in the public  
26 interest,

27 Plaintiff,

28 v.

Colorescience, Inc., Bareminerals US Holdco,  
Inc., Shiseido Americas Corp., Glo Skin Beauty,  
and Iredale Cosmetics, Inc.,

Defendants.

Case No.: 23CV029836

**[PROPOSED] CONSENT  
JUDGMENT**

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**1. INTRODUCTION**

1.1 **The Parties.** This Consent Judgment is entered into by and between Piyush Yadav, individually and acting in the public interest (“Plaintiff”), on the one hand, and Colorescience, Inc., Bareminerals US Holdco, Inc., Shiseido Americas Corp., Glo Skin Beauty, and Iredale Cosmetics, Inc. (collectively “Defendants”), on the other hand, with Plaintiff and Defendants collectively referred to as the “Parties” and each of them as a “Party.” For purposes of this Consent Judgment, Bareminerals US Holdco, Inc. and Shiseido Americas Corp. shall be considered to be a single Defendant. Plaintiff is an individual residing in California who seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products. Defendants are alleged to be persons in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq.

1.2 **Allegations and Representations.** Plaintiff alleges that Defendants have exposed individuals to Titanium Dioxide airborne, unbound particles of respirable size (“TiO2”) from their sales of powdered sunscreens and powdered makeup without providing a clear and reasonable exposure warning pursuant to Proposition 65. TiO2 is listed under Proposition 65 as a chemical known to the State of California to cause cancer.

1.3 **Notice of Violation/Complaint.** On or about December 2, 2020, and on January 31, 2022, Plaintiff served Defendants and various public enforcement agencies with documents entitled “Sixty-Day Notice of Violation” and “Supplemental Sixty-Day Notice of Violation” (respectively) pursuant to Health & Safety Code §25249.7(d) (the “Notices”), alleging that Defendants violated Proposition 65 for failing to warn consumers and customers that use of face powders manufactured, distributed, offered for sale and/or sold by Defendants expose users in California to TiO2. No public enforcer has brought and is diligently prosecuting the claims alleged in the Notices. On March 22, 2023, Plaintiff initiated this action by filing a complaint (the “Complaint”).

1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over Defendants as to the allegations contained in the Notices and the Complaint filed in this action, that venue is proper in the County of Alameda, and that this Court has jurisdiction to

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2 approve, enter, and oversee the enforcement of this Consent Judgment as a full and final binding  
3 resolution of all claims which were or could have been raised in the Complaint based on the facts  
4 alleged therein and/or in the Notices.

5 1.5 Defendants deny the material allegations contained in the Notices and Complaint  
6 and maintain that they have not violated Proposition 65. Nothing in this Consent Judgment shall  
7 be construed as an admission by any Defendant of any fact, finding, conclusion, issue of law, or  
8 violation of law; nor shall compliance with this Consent Judgment constitute or be construed as an  
9 admission by any Defendant of any fact, finding, conclusion, issue of law, or violation of law, such  
10 being specifically denied by each Defendant. However, this section shall not diminish or otherwise  
11 affect the obligations, responsibilities, and duties of Defendants under this Consent Judgment.

12 **2. DEFINITIONS**

13 2.1 **TiO<sub>2</sub>.** The term “TiO<sub>2</sub>” means Titanium Dioxide airborne, unbound particles of  
14 respirable size.

15 2.2 **Covered Products.** The term “Covered Products” means the specific powdered  
16 sunscreens and powdered makeup containing TiO<sub>2</sub> manufactured, distributed, sold and/or offered  
17 for sale in California by Defendants as set forth in **Exhibit A** hereto.

18 2.3 **Effective Date.** The term “Effective Date” means the date Defendants receive  
19 Notice of Entry of this Consent Judgment as a Judgment of the Court.

20 **3. INJUNCTIVE RELIEF: DISCONTINUATION OF COVERED PRODUCTS**

21 3.1 As of the Discontinuation Date (defined herein), and continuing thereafter,  
22 Defendants shall not sell Covered Products in California. The “Discontinuation Date” shall be  
23 twelve (12) months after the Effective Date.

24 **4. MONETARY TERMS**

25 4.1 **Civil Penalty.** Defendants shall pay a combined total of \$7,500 as a Civil Penalty  
26 pursuant to Health and Safety Code section 25249.7(b), to be apportioned in accordance with  
27 California Health & Safety Code § 25192, with 75% of these funds remitted to OEHHA and the  
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1 remaining 25% of the Civil Penalty remitted to Plaintiff, as provided by California Health & Safety  
2 Code § 25249.12(d).

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4 4.2 **Attorneys' Fees.** Defendants shall pay a combined total of \$42,500 to Erickson  
5 Kramer Osborne LLP as complete reimbursement for Plaintiff's attorneys' fees and costs incurred  
6 as a result of investigating, bringing this matter to Defendants' attention, litigating and negotiating,  
7 and obtaining judicial approval of a settlement in the public interest, pursuant to Code of Civil  
8 Procedure § 1021.5.

9 4.3 Within thirty (30) days following the Effective Date, each Defendant shall issue one  
10 check (or wire transfer) in the amount of \$12,500.00 (TWELVE THOUSAND FIVE HUNDRED  
11 DOLLARS) as payment of its equal share of the sums laid out in paragraphs 4.1 and 4.2. Said  
12 checks (or wire transfers) shall be made payable to Erickson Kramer Osborne LLP and the funds  
13 will be held in trust for disbursement. Payments pursuant to this Section shall be delivered to the  
14 following payment address:

15 Elizabeth Kramer  
16 **Erickson Kramer Osborne LLP**  
17 44 Tehama Street,  
San Francisco, California 94105

18 4.4 **Disbursement of Funds.** Within fifteen (15) days of receipt of full payment by  
19 Defendants, Plaintiff's counsel shall transfer \$5,625 to the OEHHA and \$1,875 to Plaintiff Yadav.

20 4.4.1 Payment made to OEHHA (EIN: 68-0284486) pursuant to this Section shall  
21 be delivered directly to OEHHA (Memo Line "Prop 65 Penalties") at one of the following  
22 address(es):

23 For United States Postal Service Delivery:

24 Mike Gyurics  
25 Fiscal Operations Branch Chief  
26 Office of Environmental Health Hazard Assessment  
P.O. Box 4010  
Sacramento, CA 95812-4010

27 For Non-United States Postal Service Delivery:

28 Mike Gyurics

1 Fiscal Operations Branch Chief  
2 Office of Environmental Health Hazard Assessment  
3 1001 I Street  
4 Sacramento, CA 95814

4 4.5 **Tax Documentation.** Defendants agree to provide a completed IRS 1099 for their  
5 payments to, and Plaintiff agrees to provide a IRS W-9 form for, Erickson Kramer Osborne LLP.  
6 Erickson Kramer Osborne LLP will provide a completed IRS 1099 for its payments of the civil  
7 penalty to Plaintiff Yadav and OEHHA and payment of attorneys' fees to Migliaccio & Rathod  
8 LLP and the Golan Law Firm PLLC.

9 **5. RELEASE OF ALL CLAIMS**

10 5.1 This Consent Judgment is a full, final, and binding resolution between Plaintiff  
11 acting on his own behalf, and on behalf of the public interest, and Defendants, and each of their  
12 parents, subsidiaries, shareholders, affiliates, members, directors, officers, managers, employees,  
13 representatives, agents, attorneys, insurers, divisions, subdivisions, and each of their predecessors,  
14 successors and assigns (collectively "Defendant Releasees"), and all entities from whom any  
15 Defendant Releasee obtains Covered Products or their ingredients, and to whom any Defendant  
16 Releasee directly or indirectly manufactures, imports, distributes or sells Covered Products,  
17 including but not limited to manufacturers, suppliers, distributors, wholesalers, licensors, licensees,  
18 auctioneers, retailers, franchisees, reformulators, customers, owners, purchasers, users, cooperative  
19 members, and each of their respective officers, directors, attorneys, representatives, shareholders,  
20 agents, employees and affiliates (collectively "Downstream Releasees"), of all claims that have  
21 been asserted for, could have been asserted for, or that arise out of alleged or actual violations of  
22 Proposition 65 or its implementing regulations based on alleged exposure to TiO<sub>2</sub> from Covered  
23 Products as set forth in the Notices or the Complaint, with respect to any Covered Products  
24 manufactured prior to the Discontinuation Date. Defendants, Defendant Releasees and  
25 Downstream Releasees are hereby collectively referred to as the "Released Parties." Plaintiff, on  
26 behalf of himself, hereby discharges and releases Released Parties from any and all claims relating  
27 to Proposition 65 arising from Released Parties' manufacture, import, sale, or distribution of  
28 Covered Products prior to the Discontinuation Date, including, without limitation, any such claims,

1 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,  
2 costs, fines, penalties, losses, or expenses (including, but not limited to, fees of attorneys, experts,  
3 and others) of any nature whatsoever, whether known or unknown, fixed or contingent, asserted  
4 for, that could have been asserted for, or that arise out of the failure of any Released Party to provide  
5 clear, accurate and reasonable warnings under Proposition 65, Business and Professions Code  
6 §17200, et seq., predicated or based on a violation of Proposition 65, arising from the sale,  
7 distribution, or use of any Covered Products sold, manufactured or distributed by any Released  
8 Party in California prior to the Discontinuation Date), but not including claims to enforce this  
9 Consent Judgment or unknown claims (collectively “Claims”). Compliance with this Consent  
10 Judgment by any Released Party shall constitute compliance with Proposition 65 by all Released  
11 Parties with respect to the presence of TiO<sub>2</sub> in the Covered Products prior to the Discontinuation  
12 Date. Plaintiff agrees that any and all Claims are resolved with prejudice by this Consent Judgment.  
13 The release in this Paragraph 5.1 applies to all Covered Products that Released Parties  
14 manufactured, distributed, or sold prior to the Discontinuation Date, regardless of the date any other  
15 Released Party may distribute or sell the Covered Products that Defendants manufactured,  
16 distributed, or sold prior to the Discontinuation Date. It is the Parties’ intention that this Consent  
17 Judgment shall have preclusive effect such that no other private enforcers, whether purporting to  
18 act in his, her, or its interests or the public interest, shall be permitted to pursue and/or take any  
19 action with respect to any violation of Proposition 65 that was alleged in the Notices or the  
20 Complaint, or that could have been brought pursuant to the Notices or the Complaint against  
21 Released Parties regarding the Covered Products (“Proposition 65 Claims”).

22  
23 5.2 In addition to the foregoing, Plaintiff, on behalf of himself, his past and current  
24 agents, representatives, attorneys, and successors and/or assignees, and *not* in his representative  
25 capacity, hereby waives and releases all rights to institute or participate in, directly or indirectly,  
26 any form of legal action, and discharges and releases the Released Parties from any and all claims  
27 arising under Proposition 65 for unwarned exposures to TiO<sub>2</sub> relating to powdered sunscreens and  
28 powdered makeup manufactured, imported, distributed, or sold by any Released Party. The

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releases in this Paragraph 5.2 are provided in Plaintiff's individual capacity and are not releases on behalf of the public. It is possible that other claims not known to the Parties arising out of the facts contained in the Notices, or alleged in the Complaint, relating to powdered sunscreens and powdered makeup will hereafter be discovered or developed. Plaintiff, on behalf of himself only, acknowledges that this Consent Judgment is expressly intended to cover and include all such claims prior to the Discontinuation Date, including all rights of action therefor. Plaintiff acknowledges that the claims released in Paragraphs 5.1 and 5.2 may include unknown claims arising under Proposition 65 for unwarned exposures to TiO2 from powdered sunscreens and powdered makeup prior to the Discontinuation Date, and nevertheless Plaintiff intends to release such claims, and in doing so waives California Civil Code § 1542 (and any other state, federal, or international law of similar import), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and acknowledges that the significance and consequence of this waiver of California Civil Code § 1542 is that even if Plaintiff suffers future damages arising out of or resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any violation of Proposition 65 or any other statutory or common law regarding the failure to warn about exposure to TiO2 from powdered sunscreens and powdered makeup, including but not limited to any exposure to, or failure to warn with respect to exposure to TiO2, Plaintiff will not be able to make any claim for those damages against Released Parties. Furthermore, Plaintiff acknowledges that he intends these consequences for any such Claims arising from any violation of Proposition 65 or any other statutory or common law regarding the failure to warn about exposure to TiO2 from powdered sunscreens and powdered makeup as may exist as of the date of this release but which Plaintiff does not know exist, and which, if known, would materially affect

1 his decision to enter into this Consent Judgment, regardless of whether his lack of knowledge is  
2 the result of ignorance, oversight, error, negligence, or any other cause.

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4 5.3 Defendants waive any and all claims against Plaintiff, his attorneys and other  
5 representatives, for any and all actions taken, or statements made (or those that could have been  
6 taken or made) by Plaintiff and his attorneys and other representatives, whether in the course of  
7 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,  
8 and/or with respect to powdered sunscreens and powdered makeup containing TiO2.

9 **6. INTEGRATION**

10 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and all  
11 prior negotiations and understandings related hereto shall be deemed to have been merged within  
12 it. No representations or terms of agreement other than those contained herein exist or have been  
13 made by any Party with respect to the other Party or the subject matter hereof.

14 **7. GOVERNING LAW**

15 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of  
16 California and apply within the State of California. If Proposition 65 is repealed, preempted or is  
17 otherwise rendered inapplicable by reason of law generally, or as to Covered Products, then  
18 Defendant shall have no further obligations pursuant to this Consent Judgment with respect to, and  
19 to the extent that, Covered Products are so affected.

20 **8. NOTICES**

21 8.1 Unless specified herein, all correspondence and notices required to be provided  
22 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-  
23 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party  
24 by the other party at the following addresses:

25 For Defendants Colorescience, Inc. and Iredale Cosmetics, Inc.:

26 Michael J. Steel  
27 Law Offices of Michael Steel  
28 6303 Wood Drive  
Oakland, CA 94611  
[mjlaw@outlook.com](mailto:mjlaw@outlook.com)



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and  
Will Wagner  
Greenberg Traurig LLP  
400 Capital Mall  
Suite 2400  
Sacramento, CA 95814  
[Will.wagner@gtlaw.com](mailto:Will.wagner@gtlaw.com)

For Defendant Glo Skin Beauty:

Thomas M. Donnelly  
Jones Day  
555 California Street, 26th Floor  
San Francisco, CA 94104  
[tmdonnelly@jonesday.com](mailto:tmdonnelly@jonesday.com)

For Defendants Bareminerals US Holdco and Shiseido Americas Corp.:

Will Wagner  
Greenberg Traurig LLP  
400 Capital Mall  
Suite 2400  
Sacramento, CA 95814  
[Will.wagner@gtlaw.com](mailto:Will.wagner@gtlaw.com)

For Plaintiff:

Jason S. Rathod  
**Migliaccio & Rathod LLP**  
412 H Street NE  
Washington, D.C. 20002  
[jrathod@classlawdc.com](mailto:jrathod@classlawdc.com)

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

**9. COUNTERPARTS; FACSIMILE SIGNATURES**

9.1 This Consent Judgment may be executed in counterparts and by facsimile or portable document format (pdf), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

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2 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT**  
3 **APPROVAL**

4 10.1 Plaintiff agrees to comply with the requirements set forth in California Health &  
5 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.  
6 Defendants shall support approval of such Motion.

7 10.2 This Consent Judgment shall not be effective until it is approved and entered by the  
8 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case,  
9 the Parties agree to meet and confer on how to proceed and if such agreement is not reached within  
10 30 days, the case shall proceed on its normal course.

11 10.3 If the Court approves this Consent Judgment and is reversed or vacated by an  
12 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent  
13 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed  
14 on its normal course on the trial court's calendar.

15 **11. MODIFICATION**

16 11.1 This Consent Judgment may be modified only by further stipulation of the Parties  
17 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.  
18 Notwithstanding the foregoing, if Plaintiff, the Attorney General, or any public enforcer  
19 represented by Erickson Kramer Osborne LLP, The Golan Law Firm PLLC, or Migliaccio &  
20 Rathod LLP agree to terms in a settlement or judicially entered consent judgment with any  
21 manufacturer of Covered Products which permits a higher level of TiO<sub>2</sub> in Covered Products  
22 without requiring an exposure warning, the Parties agree that Defendants shall be deemed in  
23 compliance with the terms of this Consent Judgment and Proposition 65 if they elect to adhere to  
24 such Discontinuation terms as provided in such other TiO<sub>2</sub> settlement or judicially entered consent  
25 judgment. At a Party's request, the Parties agree to cooperate to modify this agreement to conform  
26 to a subsequently entered settlement.  
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**12. RETENTION OF JURISDICTION**

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

**13. AUTHORIZATION**


13.1 The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, agree to all of the terms and conditions of this document, and certify that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as explicitly provided herein each Party is to bear its own fees and costs.

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**AGREED TO:**


Date: 8/7/2024

By:   
PLAINTIFF Piyush Yadav

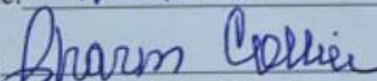
Date: 8/7/2024

By:   
DEFENDANT Colorescience, Inc.

Date: July 19, 2024

By:   
DEFENDANT Iredale Cosmetics, Inc.

Date: 7/25/2024

By:   
DEFENDANT Glo Skin Beauty

Date: 07/22/2024

By:   
DEFENDANT Bareminerals US Holdco, Inc.

Date: 07/23/2024

By:   
DEFENDANT Shiseido Americas Corp.

**IT IS SO ORDERED, ADJUDGED AND DECREED:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of Superior Court

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**EXHIBIT A**

**COVERED PRODUCTS**

**IREDALE COSMETICS, INC.**

11850-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Light Beige  
11851-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Honey Bronze  
11852-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Warm Silk  
11853-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Warm Sienna  
11854-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Natural  
11855-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Amber  
11856-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Bisque  
11857-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Suntan  
11858-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Satin  
11859-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Golden Glow  
11860-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Ivory  
11861-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Radiant  
11862-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Latte  
11863-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Riviera  
11864-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Autumn  
11865-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Warm Brown  
11866-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Velvet  
11867-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Mahogany  
11868-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Cocoa  
11869-1 Amazing Base Loose Mineral Powder REFILL 3-Pack Caramel

**COLORESCIENCE, INC.**

403101295 – Sunforgettable® Brush-on Sunscreen SPF30 Fair  
403101300 - Sunforgettable® Brush-on Sunscreen SPF30 Medium  
403101296 - Sunforgettable® Brush-on Sunscreen SPF30 Tan  
403101300 - Sunforgettable® Brush-on Sunscreen SPF30 Deep  
403101301 - Sunforgettable® Brush-on Sunscreen SPF30 Medium Shimmer

**GLO SKIN BEAUTY**

257-1-168 – Protecting Powder – Bronze  
257-1-169 - Protecting Powder SFP 20 - Translucent

**BAREMINERALS US HOLDCO/SHISEIDO AMERICAS CORP.**

41586014101 - Gen Nude Eyeshadow Palettes – Rose  
41586015101 – Gen Nude Eyeshadow Palettes – Neutral  
41586217101 – Gen Nude Eyeshadow Palettes – Copper  
41586218101 – Gen Nude Eyeshadow Palettes – Latte  
41592130101 – Gen Nude Eyeshadow Palettes – Dusk  
41592131101 - Gen Nude Eyeshadow Palettes – Dawn