

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Julie Erickson, State Bar No. 293111 (julie@eko.law)
Elizabeth Kramer, State Bar No. 293129 (elizabeth@eko.law)
Kevin Osborne, State Bar No. 261367 (kevin@eko.law)
Erickson Kramer Osborne LLP
44 Tehama St
San Francisco, CA 94105
Phone: 415-635-0631
Fax: 415-599-8088

Yvette Golan (ygolan@tgfirm.com) Pro Hac Vice pending
The Golan Law Firm PLLC
529 14th Street NW, Suite 914
Washington, D.C. 20045
Phone: 866-298-4150
Fax: 928-4410-8250

Jason S. Rathod (jrathod@classlawdc.com) Pro Hac Vice pending
Mark D. Patronella (mpatronella@classlawdc.com) Pro Hac Vice pending
Migliaccio & Rathod LLP
412 H Street NE
Washington, D.C. 20002
Phone: 202-470-3520
Fax: 202-800-2730

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

Piyush Yadav, an individual acting in the public
interest,

Plaintiff,

v.

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

Defendants.

Case No.: 23CV029836

**[PROPOSED] AMENDED CONSENT
JUDGMENT**

1
2 **1. INTRODUCTION**

3 1.1 **The Parties.** This Amended Consent Judgment (the “Consent Judgment”) is entered
4 into by and between Piyush Yadav, individually and acting in the public interest (“Plaintiff”), on
5 the one hand, and Colorescience, Inc., Bareminerals US Holdco, Inc., Shiseido Americas Corp.,
6 Glo Skin Beauty, and Iredale Cosmetics, Inc. (collectively “Defendants”), on the other hand, with
7 Plaintiff and Defendants collectively referred to as the “Parties” and each of them as a “Party.” For
8 purposes of this Consent Judgment, Bareminerals US Holdco, Inc. and Shiseido Americas Corp.
9 shall be considered to be a single Defendant. Plaintiff is an individual residing in California who
10 seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing
11 or eliminating hazardous substances contained in consumer products. Defendants are alleged to be
12 persons in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code
13 §§ 25249.6 et seq.

14 1.2 **Allegations and Representations.** Plaintiff alleges that Defendants have exposed
15 individuals to Titanium Dioxide airborne, unbound particles of respirable size (“TiO₂”) from their
16 sales of powdered sunscreens and powdered makeup without providing a clear and reasonable
17 exposure warning pursuant to Proposition 65. TiO₂ is listed under Proposition 65 as a chemical
18 known to the State of California to cause cancer.

19 1.3 **Notice of Violation/Complaint.** On or about December 2, 2020, and on January 31,
20 2022, Plaintiff served Defendants and various public enforcement agencies with documents entitled
21 “Sixty-Day Notice of Violation” and “Supplemental Sixty-Day Notice of Violation” (respectively)
22 pursuant to Health & Safety Code §25249.7(d) (the “Notices”), alleging that Defendants violated
23 Proposition 65 for failing to warn consumers and customers that use of face powders manufactured,
24 distributed, offered for sale and/or sold by Defendants expose users in California to TiO₂. No
25 public enforcer has brought and is diligently prosecuting the claims alleged in the Notices. On
26 March 22, 2023, Plaintiff initiated this action by filing a complaint (the “Complaint”).

27 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
28 jurisdiction over Defendants as to the allegations contained in the Notices and the Complaint filed

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

in this action, that venue is proper in the County of Alameda, and that this Court has jurisdiction to approve, enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution of all claims which were or could have been raised in the Complaint based on the facts alleged therein and/or in the Notices.

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

2. DEFINITIONS

2.1 **TiO2.** The term “TiO2” means Titanium Dioxide airborne, unbound particles of respirable size.

2.2 **Covered Products.** The term “Covered Products” means the specific powdered sunscreens and powdered makeup containing TiO2 manufactured, distributed, sold and/or offered for sale in California by Defendants as set forth in **Exhibit A** hereto.

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

3. INJUNCTIVE RELIEF: DISCONTINUATION OF COVERED PRODUCTS

3.1 As of the Discontinuation Date (defined herein), and continuing thereafter, Defendants shall not sell Covered Products in California. The “Discontinuation Date” shall be thirty (30) days after the Effective Date.

4. MONETARY TERMS

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

1
2 remaining 25% of the Civil Penalty remitted to Plaintiff, as provided by California Health & Safety
3 Code § 25249.12(d).

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
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

5. RELEASE OF ALL CLAIMS

5.1 This Consent Judgment is a full, final, and binding resolution between Plaintiff acting on his own behalf, and on behalf of the public interest, and Defendants, and each of their parents, subsidiaries, shareholders, affiliates, members, directors, officers, managers, employees, representatives, agents, attorneys, insurers, divisions, subdivisions, and each of their predecessors, successors and assigns (collectively “Defendant Releasees”), and all entities from whom any Defendant Releasee obtains Covered Products or their ingredients, and to whom any Defendant Releasee directly or indirectly manufactures, imports, distributes or sells Covered Products, including but not limited to manufacturers, suppliers, distributors, wholesalers, licensors, licensees, auctioneers, retailers, franchisees, reformulators, customers, owners, purchasers, users, cooperative members, and each of their respective officers, directors, attorneys, representatives, shareholders, agents, employees and affiliates (collectively “Downstream Releasees”), of all claims that have been asserted for, could have been asserted for, or that arise out of alleged or actual violations of Proposition 65 or its implementing regulations based on alleged exposure to TiO2 from Covered Products as set forth in the Notices or the Complaint, with respect to any Covered Products manufactured prior to the Discontinuation Date. Defendants, Defendant Releasees and Downstream Releasees are hereby collectively referred to as the “Released Parties.” Plaintiff, on behalf of himself, hereby discharges and releases Released Parties from any and all claims relating to Proposition 65 arising from Released Parties’ manufacture, import, sale, or distribution of Covered Products prior to the Discontinuation Date, including, without limitation, any such claims,

1
2 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,
3 costs, fines, penalties, losses, or expenses (including, but not limited to, fees of attorneys, experts,
4 and others) of any nature whatsoever, whether known or unknown, fixed or contingent, asserted
5 for, that could have been asserted for, or that arise out of the failure of any Released Party to provide
6 clear, accurate and reasonable warnings under Proposition 65, Business and Professions Code
7 §17200, et seq., predicated or based on a violation of Proposition 65, arising from the sale,
8 distribution, or use of any Covered Products sold, manufactured or distributed by any Released
9 Party in California prior to the Discontinuation Date), but not including claims to enforce this
10 Consent Judgment or unknown claims (collectively “Claims”). Compliance with this Consent
11 Judgment by any Released Party shall constitute compliance with Proposition 65 by all Released
12 Parties with respect to the presence of TiO₂ in the Covered Products prior to the Discontinuation
13 Date. Plaintiff agrees that any and all Claims are resolved with prejudice by this Consent Judgment.
14 The release in this Paragraph 5.1 applies to all Covered Products that Released Parties
15 manufactured, distributed, or sold prior to the Discontinuation Date, regardless of the date any other
16 Released Party may distribute or sell the Covered Products that Defendants manufactured,
17 distributed, or sold prior to the Discontinuation Date. It is the Parties’ intention that this Consent
18 Judgment shall have preclusive effect such that no other private enforcers, whether purporting to
19 act in his, her, or its interests or the public interest, shall be permitted to pursue and/or take any
20 action with respect to any violation of Proposition 65 that was alleged in the Notices or the
21 Complaint, or that could have been brought pursuant to the Notices or the Complaint against
22 Released Parties regarding the Covered Products (“Proposition 65 Claims”).

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 TiO₂ relating to powdered sunscreens and
28 powdered makeup manufactured, imported, distributed, or sold by any Released Party. The

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

6. INTEGRATION

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

7. GOVERNING LAW

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

8. NOTICES

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

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

Michael J. Steel
Law Offices of Michael Steel
6303 Wood Drive
Oakland, CA 94611
mjlaw@outlook.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

and
Will Wagner
Greenberg Traurig LLP
400 Capital Mall
Suite 2400
Sacramento, CA 95814
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

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

For Plaintiff:

Jason S. Rathod
Migliaccio & Rathod LLP
412 H Street NE
Washington, D.C. 20002
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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

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

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

11. MODIFICATION

11.1 This Consent Judgment may be modified only by further stipulation of the Parties and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

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.

(continued next page)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

Date: _____

Date: _____

By: _____
PLAINTIFF Piyush Yadav

By: _____
DEFENDANT Colorescience, Inc.

Date: _____

By: _____
DEFENDANT Iredale Cosmetics, Inc.

Date: _____

By: _____
DEFENDANT Glo Skin Beauty

Date: 08/21/2024

DocuSigned by:

Neela Montgomery

By: _____

E64D2A2D331C443...

DEFENDANT Bareminerals US Holdco,
Inc.

DocuSigned by:

[Signature]

Date: _____

50964143F48C416...

By: 08/20/2024

DEFENDANT Shiseido Americas Corp.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____


Judge of Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

Date: 08/20/2024 _____

Date: _____

By:  _____
PLAINTIFF Piyush Yadav

By: _____
DEFENDANT Colorescience, Inc.

Date: _____

By: _____
DEFENDANT Iredale Cosmetics, Inc.

Date: _____

By: _____
DEFENDANT Glo Skin Beauty

Date: _____

By: _____
DEFENDANT Bareminerals US Holdco,
Inc.

Date: _____

By: _____
DEFENDANT Shiseido Americas Corp.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

Date: _____

Date: _____

By: _____
PLAINTIFF Piyush Yadav

By: _____
DEFENDANT Colorescience, Inc.

Date: _____

By: _____
DEFENDANT Iredale Cosmetics, Inc.

Date: 8/20/2024

By: [Signature]
DEFENDANT Glo Skin Beauty

Date: _____

By: _____
DEFENDANT Bareminerals US Holdco, Inc.

Date: _____

By: _____
DEFENDANT Shiseido Americas Corp.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

Date: _____

Date: _____

By: _____
PLAINTIFF Piyush Yadav

By: _____
DEFENDANT Colorescience, Inc.

Date: 8/20/24

By: 
DEFENDANT Iredale Cosmetics, Inc.

Date: _____

By: _____
DEFENDANT Glo Skin Beauty

Date: _____

By: _____
DEFENDANT Bareminerals US Holdco,
Inc.

Date: _____

By: _____
DEFENDANT Shiseido Americas Corp.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

Date: _____

By: _____
PLAINTIFF Piyush Yadav

Date: 8/19/2024

By: [Signature]
DEFENDANT Colorescience, Inc.

Date: _____

By: _____
DEFENDANT Iredale Cosmetics, Inc.

Date: _____

By: _____
DEFENDANT Glo Skin Beauty

Date: _____

By: _____
DEFENDANT Bareminerals US Holdco, Inc.

Date: _____

By: _____
DEFENDANT Shiseido Americas Corp.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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