SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into by and between the California Air Resources Board (ARB), with its principal office at 1001 I Street, Sacramento, California, and Advanced Beauty Systems Inc. (Advanced Beauty Systems) with its principal place of business at 5720 Lyndon B Johnson Freeway, #400, Dallas, Texas 75240.

RECITALS

1. ARB alleges that between June 2012 and March 2014, Advanced Beauty Systems sold, supplied, and offered for sale in California the ***"Cantu Shea Butter Flat Iron Spray"*** subject to the volatile organic compound (VOC) limit for "Hair Styling Products (aerosol and pump sprays)" category in Title 17, California Code of Regulations (CCR), section 94509(a).

2. ARB alleges that the ***"Cantu Shea Butter Flat Iron Spray"*** referenced in recital paragraph 1 contained concentration of VOCs exceeding the 6 percent VOC limit for Hair Styling Products (aerosol and pump sprays) in Title 17, CCR, section 94509(a).

3. ARB alleges that if the allegations described in recital paragraphs 1 and 2 were proven, civil penalties could be imposed against Advanced Beauty Systems as provided in Health and Safety Code sections 42402 et seq. for each and every unit involved in the violations.

4. Advanced Beauty Systems admits the allegations described in recital paragraphs 1and 2, but denies any liability resulting from said allegations.

5. The parties agree to resolve this matter completely by means of this Agreement, without the need for formal litigation.

Therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. Advanced Beauty Systems shall not sell, supply or offer for sale for use in California any consumer products in violation of ARB consumer products regulations set forth in title 17, CCR, Section 94500 et seq. however, the terms and conditions set forth in this agreement will remain valid and enforceable notwithstanding any future violations that may occur.

2. Advanced Beauty Systems in settlement of the above-described violations of title17, CCR, section 94509(a) agrees to pay a penalty to ARB in the amount of $14,500 payable to the California Air Pollution Control Fund, concurrent with the execution of this Agreement.

3. This settlement shall apply to and be binding upon Advanced Beauty Systems and its officers, directors, receivers, trustees, employees, successors and assignees, subsidiary and parent corporations and upon ARB and any successor agency that may have responsibility for and jurisdiction over the subject matter of this settlement.

4. The parties stipulate that this Agreement shall be the final resolution of ARB claims regarding the above-described violations and shall have the same res judicata effect as a judgment in terms of acting as bar to any civil action by ARB against Advanced Beauty Systems, its officers, directors, receivers, trustees, employees, successors and assignees, subsidiary and parent corporations. This Agreement shall be deemed the recovery of civil penalties for purposes of precluding subsequent criminal action as provided in Health and Safety Code section 42400.7(a).

5. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without regard to California's choice of law rules.

6. This Agreement constitutes the entire agreement and understanding between ARB and Advanced Beauty Systems concerning the claims and settlement in this Agreement, and this Agreement fully supersedes and replaces any and all prior negotiations and agreement of any kind or nature, whether written or oral, between the ARB and Advanced Beauty Systems concerning these claims.

7. No agreement to modify, amend, extend, supersede, terminate, or discharge this Agreement, or any portion thereof, shall be valid or enforceable unless it is in writing and signed by all parties to this Agreement.

8. Each of the undersigned represents and warrants that he or she has full power and authority to enter into this Agreement.

9. **SB 1402 Statement**. California Health and Safety Code (HSC) section 39619.7 (Senate Bill 1402 - Dutton, Chapter 413, statutes of 2010) requires ARB to provide information on the basis for the penalties it seeks. This Settlement Agreement includes this information, which is also summarized here.

   The provision of law the penalty is being assessed under and why that provision is most appropriate for that violation.

   The penalty provision being applied in this case is HSC section 42402, et seq. because Advanced Beauty Systems sold, supplied, offered for sale, or manufactured for sale consumer products for commerce in California in violation of the Consumer Products Regulations (Title 17 California Code of Regulations (CCR) section 94507, et seq.). The penalty provisions of HSC

section 42402, et seq. apply to violations of the Consumer Products Regulations because these regulations were adopted under authority of HSC section 41712 which is in Part 4 of Division 26 of the Health and Safety Code.

The manner in which the penalty amount was determined, including aggravating and mitigating factors and per unit or per vehicle basis for the penalty.

Penalties must be set at levels sufficient to discourage violations. ARB considered all relevant circumstances in determining the penalty in this case, including the eight factors specified in HSC section 42403.

Under HSC section 42402, et seq. the penalties for strict liability violations of the Consumer Product Regulations are a maximum of $1,000 per day of violation, with each day being a separate violation. In cases like this involving unintentional first time violations of the Consumer Products Regulations, the ARB has sought and obtained penalties of approximately $17,000 per ton of excess emissions of VOCs attributable to the violation. This represents an average cost to retire a ton of VOC emission credits and reformulate a product to comply with the Consumer Product regulations. In additions, the ARB has in other similar cases sought and obtained further penalties for procedural violations and for investigative costs. In this case the total penalty is $14,500 and there were 0.938 tons of excess VOC emissions attributable to the violation. This represents a penalty of approximately $15,450.00 per ton of excess emissions after including the cost of investigating the violation. The penalty was reduced because Advanced Beauty Systems cooperated fully with the investigation and notified their distributers that they will no longer sell non-compliant, restricted product into California.

Is the penalty being assessed under a provision of law that prohibits the emission of pollution at a specified level, and, if so a quantification of the excess emissions, if it is practicable to do so.

The Consumer Product Regulations do not prohibit emissions above a specific level, but they do limit the concentrations of VOCs in regulated products. In this case a quantification of the excess emissions attributable to the violation was practicable because Advanced Beauty Systems made the product formulation and sales data necessary to make this quantification available to ARB. Based upon this information (which Advanced Beauty Systems has designated as confidential), the violation was calculated to have caused 0.938 tons of excess emissions of volatile organic chemicals to be emitted to the atmosphere in California.

10. Advanced Beauty Systems acknowledges that ARB has complied with SB1402 in investigating, prosecuting and settling this case. Specifically, ARB has considered all relevant facts, including those listed at HSC sections

42403, has explained the manner in which the penalty amount was calculated, has identified the provision of law under which the penalty is being assessed and has considered and determined that while this penalty is not being assessed under a provision of law that prohibits the emission of pollutants at a specified level, it is practicable for ARB to quantify the excess emissions from the alleged violations, has done so and has included this information in this Settlement Agreement.

11. Final penalties were determined based on the unique circumstances of this matter, considered together with the need to remove any economic benefit from noncompliance, the goal of deterring future violations and obtaining swift compliance, the consideration of past penalties in similar negotiated cases, and the potential costs and risk associated with litigating these particular violations.

12. The final penalty in this case was based in part on confidential financial information or confidential business information provided by Advanced Beauty Systems that is not retained by ARB in the ordinary course of business. The penalty in this case was also based on confidential settlement communications between ARB and Advanced Beauty Systems that ARB does not retain in the ordinary course of business. The penalty also reflects ARB's assessment of the relative strength of its case against Advanced Beauty Systems, the desire to avoid the uncertainty, burden and expense of litigation, obtain swift compliance with the law and remove any unfair advantage that Advanced Beauty Systems may have secured from its actions.

CALIFORNIA AIR RESOURCES BOARD

By: _____
James R. Ryden, Chief
Enforcement Division

Dated: 07/30/14

ADVANCED BEAUTY SYSTEMS INC.

By: _____
Mr. Chris McLain
MR. CHRIS McClain

Dated: _____