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FILED
ALAMEDA COUNTY

JUN 07 2022

CLERK OF THE SUPERIOR COURT

By  Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,

Plaintiff,

v.

BALI LEATHERS, INC., *et al.*,

Defendant.

Case No. RG 19-029736

**[PROPOSED] AMENDED
CONSENT JUDGMENT AS TO
BALI LEATHERS, INC., PETZL
AMERICA, INC., AM RETAIL
GROUP, INC./G-III APPAREL
GROUP, LTD., AND ULTRA
MARKETING, INC.**

1 **1. INTRODUCTION**

2 1.1 The Parties to this Consent Judgment are the Center for Environmental Health, a
3 California non-profit corporation (“CEH”), and each of the Defendants listed on Exhibit A
4 (“Settling Defendants”). CEH and each Settling Defendant are referred to herein together as the
5 Parties or singly as a Party. The Parties enter into this Consent Judgment to settle certain claims
6 asserted by CEH against Settling Defendants as set forth in the operative complaint in the above-
7 captioned matter. This Consent Judgment covers gloves made with leather materials that are
8 tanned with chromium compounds. CEH asserts that leather used to make gloves that are tanned
9 with chromium compounds will under foreseeable circumstances expose consumers to hexavalent
10 chromium (“CrVI”), which is a chemical listed under Proposition 65 as known to the State of
11 California to cause cancer and reproductive toxicity.

12 1.2 Commencing on July 2, 2019, CEH issued a series of 60-day Notices of Violation
13 under California Health & Safety Code Section 25249.5 *et seq.* (“Proposition 65”) to each of the
14 Settling Defendants, the California Attorney General, the District Attorneys of every county in
15 California and the City Attorneys of every California city with a population greater than 750,000,
16 alleging that Settling Defendants violated Proposition 65 by exposing persons to CrVI from
17 Covered Products without first providing a clear and reasonable Proposition 65 warning.

18 1.3 On September 12, 2019, CEH filed the Complaint in the above-captioned matter.
19 On November 26, 2019, CEH filed the First Amended Complaint and on June 18, 2021, CEH
20 filed the Second Amended Complaint (the “2AC”).

21 1.4 Each Settling Defendant is a business entity that is also a person in the course of
22 doing business as such term is defined under Proposition 65.

23 1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court
24 has jurisdiction over the allegations of violations contained in the 2AC and personal jurisdiction
25 over each Settling Defendant as to the acts alleged in the 2AC, that venue is proper in the County
26 of Alameda, and that this Court has jurisdiction to enter and enforce this Consent Judgment as a
27 full and final resolution of all claims which were or could have been raised in the 2AC based on
28 the facts alleged therein with respect to Covered Products sold by Settling Defendants.

1 1.6 Nothing in this Consent Judgment is or shall be construed as an admission by the
2 Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with
3 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
4 conclusion of law, issue of law or violation of law. Nothing in this Consent Judgment shall
5 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
6 other pending or future legal proceedings. This Consent Judgment is the product of negotiation
7 and compromise and is accepted by the Parties solely for purposes of settling, compromising and
8 resolving issues disputed in this Action.

9 **2. DEFINITIONS**

10 2.1 “Covered Products” means gloves made with leather materials that are tanned with
11 chromium compounds (“Chrome-Tanned Leather”) and that are subject to Proposition 65.

12 2.2 “Effective Date” means the date on which this Consent Judgment is entered by the
13 Court.

14 2.3 “Prolonged Skin Contact Covered Product” means a Covered Product that is
15 unlined or lined with a leather liner such that leather on the inside of the glove will come into
16 contact with the hand of an average user of the glove. A list of all Prolonged Skin Contact
17 Covered Products currently offered for sale by each Settling Defendant is included in Exhibit A
18 for each Settling Defendant.

19 2.4 “Reformulation Event” means the earlier of: (a) a court-approved Consent
20 Judgment chosen by CEH between CEH and one or more defendants that continue to sell gloves
21 with Chrome-Tanned Leather in California that includes injunctive provisions establishing
22 conditions under which Prolonged Skin Contact Covered Products may continue to be sold
23 without a warning under Proposition 65 (a “Reformulation Standard”), or (b) a final judgment in
24 favor of CEH that sets forth a Reformulation Standard governing Prolonged Skin Contact
25 Covered Products.


26 2.5 “Termination Event” means a final judgment adverse to CEH that is based on a
27 determination that Prolonged Skin Contact Covered Products do not require a warning for
28 exposure to CrVI under Proposition 65.

1 **3. INJUNCTIVE RELIEF**


2 3.1 **Clear and Reasonable Warnings- Interim Warnings.**

3 3.1.1 **Product Labeling.** No later than 90 days after the Effective Date, no
4 Settling Defendant shall manufacture, import or purchase any Prolonged Skin Contact Covered
5 Product that will be sold by such Settling Defendant or any entity downstream of such Settling
6 Defendant in California unless it is labeled prior to sale in California with a Clear and Reasonable
7 Warning that complies with the provisions of this Section 3.1 and Title 27 California Code of
8 Regulations section 25601, *et seq.* No later than 180 days after the Effective Date, no Settling
9 Defendant shall distribute, ship or sell any Prolonged Skin Contact Covered Product that will be
10 sold by such Settling Defendant or any entity downstream of such Settling Defendant in
11 California unless it is labeled with a Clear and Reasonable Warning that complies with the
12 provisions of this Section 3.1 and Title 27 California Code of Regulations section 25601, *et seq.*
13 Covered Products already in the stream of commerce within 90 days after the effective date need
14 not be recalled or labeled to meet the requirements of this Consent Judgment.

15 3.1.2 **Warning Language.** A Clear and Reasonable Warning under this
16 Agreement shall state:

17  **WARNING:** This product can expose you to chemicals including hexavalent
18 chromium, which is known to the State of California to cause cancer and birth
19 defects or other reproductive harm. For more information go to
20 www.P65Warnings.ca.gov.

21 or:

22  **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

23 The word “**WARNING**” shall be displayed in all capital letters and bold print and shall be
24 preceded by the yellow warning triangle symbol depicted above, provided however, the symbol
25 may be printed in black and white if the Covered Product label is produced without using the
26 color yellow. This warning statement shall be prominently displayed on the outer packaging or
27 tag of the Covered Product and shall be displayed with such conspicuousness, as compared with
28 other words, statements or designs as to render it likely to be seen, read and understood by an

1 ordinary individual prior to sale. A Settling Defendant who, prior to the Effective Date, provided
2 a clear and reasonable warning that refers to chromium (hexavalent compounds) (instead of
3 “hexavalent chromium”) may use such warnings until any existing supply is exhausted but may
4 not order Covered Products or packaging with such warning language after the Effective Date.

5 **3.1.3 Online and Catalog Sales.**

6 3.1.3.1 No later than 90 days after the Effective Date, each Settling
7 Defendant shall (i) ensure that Clear and Reasonable Warnings under Section 3.1 are provided for
8 Prolonged Skin Contact Covered Products that the Settling Defendant sells online to consumers in
9 California, and (ii) provide the warning language required in Section 3.1 to any customers whom
10 it knows or has reason to believe are offering the Settling Defendants’ Prolonged Skin Contact
11 Covered Products for sale online to consumers in California. Settling Defendants shall also revise
12 any product catalogs printed after the Effective Date to include the warning language required in
13 Section 3.1 for each Prolonged Skin Contact Covered Product identified in the catalog.

14 3.1.3.2 For internet, catalog or any other sale where the consumer is not
15 physically present, the warning statement shall be displayed in such a manner that it is likely to be
16 read and understood by an ordinary individual prior to the authorization of or actual payment.

17 **3.1.4 Future Changes to Warning Regulations.** The Parties agree that the
18 specifications for Clear and Reasonable Warnings in this Consent Judgment comply with
19 Proposition 65 and its regulations as of the date of this Consent Judgment. If modifications or
20 amendments to the warning provisions of Proposition 65 or its regulations after the Effective Date
21 are inconsistent with, or provide warning specifications or options different from, the
22 specifications in this Consent Judgment, a Settling Defendant may comply with Section 3.1.2 by
23 providing warnings that conform to the modified or amended provisions of Proposition 65 or its
24 regulations as set forth below.

25 3.1.4.1 At least 30 days before selling or distributing any Covered
26 Products with such modified warnings, the Settling Defendant shall provide notice to CEH. If
27 CEH objects to the proposed modified warnings, it shall meet and confer with the Settling
28 Defendant. If, after 30 days, the Parties have not resolved CEH’s objection, the Settling

1 Defendant may move for an order modifying the requirements of Section 3.1.2 and Settling
2 Defendant shall not implement or use any modified warnings until such order is entered by the
3 Court.

4 3.1.4.2 CEH may seek to modify the requirements of Section 3.1.2 as to
5 one or more Settling Defendants based on any amendment to the warning provisions of
6 Proposition 65 or its implementing regulations after the Effective Date. CEH shall provide notice
7 to Settling Defendants of its intent to seek such a modification, and shall meet and confer with
8 Settling Defendants on the proposed revisions to Section 3.1.2 for a period of no less than 30
9 days. If the Parties do not agree to a resolution of CEH's proposed modification to Section 3.1.2,
10 then CEH may move for an order modifying Section 3.1.2.

11 3.1.4.3 The prevailing party in any motion brought pursuant to Sections
12 3.1.4.1 or 3.1.4.2 shall be awarded its reasonable attorneys' fees and costs upon a finding by the
13 Court that the opposing party's position lacked substantial justification. For purposes of this
14 Consent Judgment, the term substantial justification shall carry the same meaning as used in the
15 Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, et seq.

16 3.2 **Election to Reformulate or Warn Permanently.** Within forty-five (45) days of a
17 Reformulation Event, CEH shall provide written notice of such event to each Settling Defendant
18 (the "Reformulation Notice"). The Reformulation Notice shall include proposed modifications to
19 this Consent Judgment that would incorporate the Reformulation Standard.

20 3.2.1 Within forty-five (45) days of receipt of the Reformulation Notice from
21 CEH, each Settling Defendant shall serve on CEH a Notice of Election that will indicate that the
22 Settling Defendant either:

23 3.2.1.1 Agrees to the Reformulation Standard as to such Settling
24 Defendant that was included in the Reformulation Notice. Upon service of a Notice of Election,
25 CEH and any such Settling Defendant shall meet and confer in good faith to address any issues
26 regarding the proposed modified Consent Judgment and to effectuate Court approval of any
27 agreed-upon modifications to the Consent Judgment under Section 6. If CEH and any Settling
28 Defendant do not execute a mutually agreeable modified Consent Judgment within 45 days of

1 service of the Notice of Election, or extension of such deadline agreed to in writing by CEH and
2 such Settling Defendant, the Notice of Election shall be deemed an election to permanently warn
3 under Section 3.2.1.2. After execution of a modified Consent Judgment, CEH and Settling
4 Defendant shall submit the modified Consent Judgment to the Court for approval. Upon
5 approval, this Consent Judgment shall be deemed amended to remove such Settling Defendant as
6 a Party and such Settling Defendant shall thereafter be subject to the terms of the modified
7 Consent Judgment.

8 3.2.1.2 Elects to permanently be bound by the warning requirements of
9 Section 3.1. A Settling Defendant that elects to permanently warn shall include with its Notice of
10 Election the Permanent Warning Payment set forth in Exhibit A for that Settling Defendant, which
11 shall be disbursed as set forth on Exhibit A.

12 **3.3 Subsequent Modification to Incorporate Reformulation Standard.**

13 Notwithstanding an election under Section 3.2.1.2, at any time after a Reformulation Event, a
14 Settling Defendant may seek modification of this Consent Judgment pursuant to Section 6. Such
15 modification shall not entitle the Settling Defendant to a refund of its Permanent Warning
16 Payment under Section 3.2.1.2 (or any payment under Section 5).

17 **4. ENFORCEMENT**

18 4.1 **Enforcement Procedures.** Either Party may by motion or application for an order
19 to show cause before this Court seek to enforce the terms of this Consent Judgment. Prior to
20 filing any such motion or application, a Party seeking to enforce shall provide the allegedly
21 violating Party with a written notice setting forth the detailed factual and legal basis for the
22 alleged violation (“Notice of Violation”). The Parties shall then meet and confer during the thirty
23 (30) day period following the date the Notice of Violation was sent in an effort to try to reach
24 agreement on an appropriate cure, penalty or related attorneys’ fees related to the alleged
25 violation. After such thirty (30) day period, the Party seeking to enforce may, by motion, or order
26 to show cause before the Superior Court of Alameda, seek to enforce the terms and conditions
27 contained in this Consent Judgment.

28

1 **5. PAYMENTS**

2 5.1 **Payments by Settling Defendant.** On or before ten (10) business days after
3 notice of the entry of this Consent Judgment and receipt of Forms W-9 for all payees, each
4 Settling Defendant shall pay the total sum set forth on Exhibit A for that Settling Defendant as a
5 settlement payment as further set forth in this Section.

6 5.2 **Allocation of Payments.** The total settlement amount shall be paid in five (5)
7 separate checks in the amounts specified for each Settling Defendant on Exhibit A and delivered
8 as set forth below. Any failure by a Settling Defendant to comply with the payment terms herein
9 shall be subject to a stipulated late fee to be paid by such Settling Defendant in the amount of
10 \$100 for each day the full payment is not received after the applicable payment due date set forth
11 in Section 5.1. The late fees required under this Section shall be recoverable, together with
12 reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 4 of this
13 Consent Judgment. The funds paid by Settling Defendants shall be allocated as set forth below
14 between the following categories and made payable as follows:

15 5.3 Each Settling Defendant shall pay the civil penalty amounts set forth in Exhibit A
16 for that Settling Defendant as a civil penalty pursuant to Health & Safety Code §25249.7(b). The
17 civil penalty payment shall be apportioned in accordance with Health & Safety Code §25249.12
18 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard
19 Assessment ("OEHHA")). Accordingly, Settling Defendant shall pay the OEHHA portion of the
20 civil penalty payment set forth in Exhibit A for that Settling Defendant by check made payable to
21 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be
22 delivered as follows:

23 For United States Postal Service Delivery:
24 Attn: Mike Gyurics
25 Fiscal Operations Branch Chief
26 Office of Environmental Health Hazard Assessment
27 P.O. Box 4010, MS #19B
28 Sacramento, CA 95812-4010

1 For Non-United States Postal Service Delivery:
2 Attn: Mike Gyurics
3 Fiscal Operations Branch Chief
4 Office of Environmental Health Hazard Assessment
5 1001 I Street, MS #19B
6 Sacramento, CA 95814

7 5.3.1 Each Settling Defendant shall pay the CEH portion of the civil penalty
8 payment set forth in Exhibit A for that Settling Defendant by check made payable to the Center
9 for Environmental Health and associated with taxpayer identification number 94-3251981. This
10 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
11 94117.

12 5.3.2 Each Settling Defendant shall pay the amount set forth in Exhibit A for that
13 Settling Defendant as an Additional Settlement Payment (“ASP”) to CEH pursuant to Health &
14 Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH will use
15 these funds to support CEH programs and activities that seek to educate the public about toxic
16 chemicals, including hormone disruptors such as hexavalent chromium, work with industries
17 interested in moving toward safer alternatives, advocate with government, businesses, and
18 communities for business practices that are safe for human health and the environment, and
19 thereby reduce the public health impacts and risks of exposure to hexavalent chromium and other
20 toxic chemicals in consumer products sold in California. CEH shall obtain and maintain adequate
21 records to document that ASPs are spent on these activities and CEH agrees to provide such
22 documentation to the Attorney General within thirty (30) days of any request from the Attorney
23 General. The payments pursuant to this Section shall be made payable to the Center for
24 Environmental Health and associated with taxpayer identification number 94-3251981. These
25 payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
26 94117.

27 5.3.3 Each Settling Defendant shall pay the amount set forth in Exhibit A for that
28 Settling Defendant as a reimbursement of a portion of CEH’s reasonable attorneys’ fees and costs
(including but not limited to expert and investigative costs). The attorneys’ fees and cost

1 reimbursement shall be made in two separate checks in the amounts set forth on Exhibit A for that
2 Settling Defendant as follows: (a) a check payable to the Lexington Law Group and associated
3 with taxpayer identification number 94-3317175; and (b) a check payable to the Center For
4 Environmental Health and associated with taxpayer identification number 94-3251981. Both of
5 these payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco,
6 CA 94117.

7 5.3.4 A summary of the payments to be made by each Settling Defendant is set
8 forth on Exhibit A for each Settling Defendant including the specific payees, amounts and
9 delivery entity for each check.

10 **6. MODIFICATION OF CONSENT JUDGMENT AND TERMINATION OF**
11 **INJUNCTIVE RELIEF**

12 6.1 **Modification.** This Consent Judgment may be modified from time to time by
13 express written agreement of the Parties to which any such modification would apply, with the
14 approval of the Court, or by an order of this Court upon motion and in accordance with law.

15 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
16 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
17 modify the Consent Judgment.

18 6.3 **Termination.**

19 6.3.1 Within 45 days of a Termination Event, a Settling Defendant may give
20 notice to CEH of that Termination Event with a proposed order terminating the injunctive
21 provisions of this Consent Judgment as to such Settling Defendant (Termination Order) in a
22 manner consistent with the judgment causing the Termination Event. Within 30 days of receiving
23 such notice, CEH shall serve a response to the notice indicating whether it consents to the
24 proposed Termination Order. If the Parties do not agree on the terms of the proposed Termination
25 Order, the Parties shall meet and confer to attempt to reach agreement on termination of the
26 injunctive provisions of Section 3. If, after 30 days of CEH's response, the Parties are unable to
27 reach agreement, the Settling Defendant may file a motion requesting modification of this
28

1 Consent Judgment to terminate the injunctive provisions of Section 3 in a manner consistent with
2 judgment causing the Termination Event.

3 6.4 A Settling Defendant shall not be entitled to a refund of any payments previously
4 made pursuant to Section 5 of this Consent Judgment if the Court terminates the injunctive
5 provisions of this Consent Judgment.

6 **7. CLAIMS COVERED AND RELEASE**

7 7.1 Provided that a Settling Defendant has complied with Section 5 hereof, this
8 Consent Judgment is a full, final and binding resolution between CEH on behalf of itself and the
9 public interest and such Settling Defendant and its parents, subsidiaries, affiliated entities that are
10 under common ownership, directors, officers, employees, agents, shareholders, successors,
11 assigns, and attorneys (“Defendant Releasees”), and all entities to which such Settling Defendant
12 directly or indirectly distributes or sells Covered Products, including but not limited to its
13 distributors, wholesalers, customers, retailers, franchisees, licensors and licensees (“Downstream
14 Defendant Releasees”), of any violation of Proposition 65 based on failure to warn about alleged
15 exposure to CrVI contained in Covered Products manufactured, distributed, sold or offered for
16 sale by Settling Defendant prior to the Effective Date.

17 7.2 Provided that a Settling Defendant has complied with Section 5 hereof, CEH, for
18 itself, its agents, successors and assigns, releases, waives, and forever discharges any and all
19 claims against such Settling Defendant, its Defendant Releasees, and its Downstream Defendant
20 Releasees arising from any violation of Proposition 65 or any other statutory or common law
21 claims that have been or could have been asserted by CEH individually or in the public interest
22 regarding the failure to warn about exposure to CrVI arising in connection with Covered Products
23 manufactured, distributed, sold or offered for sale by such Settling Defendant prior to the
24 Effective Date.

25 7.3 Provided that a Settling Defendant has complied with Section 5 hereof,
26 compliance with the terms of this Consent Judgment by such Settling Defendant shall constitute
27 compliance with Proposition 65 by such Settling Defendant, its Defendant Releasees and its
28 Downstream Defendant Releasees with respect to any alleged failure to warn about CrVI in

1 Prolonged Skin Contact Covered Products manufactured, distributed, sold or offered for sale by
2 such Settling Defendant after the Effective Date, except as to any retailer who fails to provide an
3 internet or catalog warning provided to said retailer pursuant to Section 3.1.3.1 in a manner
4 consistent with Section 3.1.3.

5 **8. PROVISION OF NOTICE**

6 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
7 notice shall be sent by first class and electronic mail to:

8 Eric S. Somers
9 Lexington Law Group
10 503 Divisadero Street
11 San Francisco, CA 94117
12 esomers@lexlawgroup.com

13 8.2 When a Settling Defendant is entitled to receive any notice under this Consent
14 Judgment, the notice shall be sent by first class and electronic mail to the address listed on
15 Exhibit A for such Settled Defendant.

16 8.3 Any Party may modify the person and address to whom the notice is to be sent by
17 sending the other Party notice by first class and electronic mail.

18 **9. COURT APPROVAL**

19 9.1 This Consent Judgment shall become effective when approved by the Court. If
20 this Consent Judgment is not entered by the Court, it shall be of no further force or effect and
21 shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

22 **10. GOVERNING LAW AND CONSTRUCTION**

23 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
24 California.

25 **11. ATTORNEYS' FEES**

26 11.1 Should CEH prevail on any motion, application for an order to show cause, or
27 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
28 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
Settling Defendant prevail on any motion, application for an order to show cause, or other

1 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result
2 of such motion or application upon a finding by the Court that CEH's prosecution of the motion
3 or application lacked substantial justification.

4 11.2 Nothing in this Section 11 shall preclude a Party from seeking an award of
5 sanctions pursuant to law.

6 **12. ENTIRE AGREEMENT**

7 12.1 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. Any agreements specifically
15 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
16 Parties hereto only to the extent that they are expressly incorporated herein. No waiver of any of
17 the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the
18 other provisions hereof whether or not similar, nor shall such waiver constitute a continuing
19 waiver.

20 **13. RETENTION OF JURISDICTION**

21 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
22 Consent Judgment.

23 **14. SUCCESSORS AND ASSIGNS.**

24 14.1 This Consent Judgment shall apply to and be binding upon CEH and each Settling
25 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or
26 assigns of any of them.

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1 **15. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

2 15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
3 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
4 execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

5 **16. NO EFFECT ON OTHER SETTLEMENTS**

6 16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
7 against an entity that is not a Settling Defendant on terms that are different from those contained
8 in this Consent Judgment.

9 **17. EXECUTION IN COUNTERPARTS**

10 17.1 The stipulations to this Consent Judgment may be executed in counterparts and by
11 means of portable document format (pdf), which taken together shall be deemed to constitute one
12 document.

13

14 **IT IS SO ORDERED:**

15 Dated: JUN 07 2022, 2022

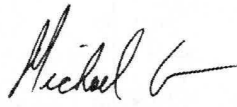


Judge of the Superior Court of California

17

18 **IT IS SO STIPULATED:**

19 Dated: April 22, 2022

**CENTER FOR ENVIRONMENTAL
HEALTH**


Signature

Michael Green
Printed Name

CEO
Title

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Dated: Mar 15, 2022

BALI LEATHERS, INC.

J.D. WiddeMER Jr
Signature

J.D. WIDDEMER JR
Printed Name

V.P.
Title

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Dated: _____, 2022

AM RETAIL GROUP, INC.

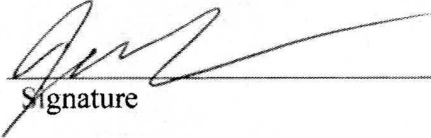
Signature

Printed Name

Title

Dated: _____, 2022

G-III APPAREL GROUP, LTD.



Signature

Jeff Goldfarb

Printed Name

Executive Vice President

Title

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Dated: March 15, 2022

PETZL AMERICA, INC.

Kenneth Thomas Adams
Signature

Kenneth Thomas Adams
Printed Name

Chief Operating Officer
Title

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Dated: 3/31/, 2022

ULTRA MARKETING, INC.

Richard L. Mahan
Signature

Richard L. Mahan
Printed Name

Pres. Dept
Title

EXHIBIT A

Individual Settling Defendant Information

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1 Settling Defendant(s): BALI LEATHERS, INC.

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3 Contact Information:

4 Jade Jurdi
5 Steptoe & Johnson LLP
6 633 West Fifth Street, Suite 1900
7 Los Angeles, CA 90071
8 jjurdi@Steptoe.com

9 Payment Amounts:

10

11 Initial Payment total: \$62,500.00
12 Allocation of Initial Payment:

13

| Payee | Type | Amount | Deliver To |
|---------------------------------|----------------|-------------|-------------------------|
| OEHHA | Penalty | \$ 6,345.00 | OEHHA per Section 4.2.1 |
| Center For Environmental Health | Penalty | \$ 2,115.00 | LLG |
| Center For Environmental Health | ASP | \$ 6,340.00 | LLG |
| Center For Environmental Health | Fees | \$ 7,500.00 | LLG |
| Lexington Law Group | Fees and Costs | \$40,200.00 | LLG |

14

15 Permanent Warning Payment total pursuant to §3.2.1.2: \$15,625
16 Allocation of Permanent Warning Payment:

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| Payee | Type | Amount | Deliver To |
|---------------------------------|----------------|-------------|-------------------------|
| OEHHA | Penalty | \$ 1,586.25 | OEHHA per Section 4.2.1 |
| Center For Environmental Health | Penalty | \$ 528.75 | LLG |
| Center For Environmental Health | ASP | \$ 1,585.00 | LLG |
| Center For Environmental Health | Fees | \$ 1,875.00 | LLG |
| Lexington Law Group | Fees and Costs | \$10,050.00 | LLG |

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19 List of each Prolonged Skin Contact Covered Products currently sold pursuant to §2.3:

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21 Thermafelx Glove, Thin Ice Glove, Stargrip Glove, Feathergrip Glove., TI Fusion Cabretta,
22 BMW Driving Gloves, Platinum Supreme, G3 Trugrip Cabretta, PFA Tour Platinum, PGA Tour
23 G3 Trugrip Cabretta.
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1 Settling Defendant(s): G-III APPAREL GROUP, LTD.
2 AM RETAIL GROUP, INC.

3 Contact Information:

4 Randy Roland
5 Senior Vice President / CFO
6 AM Retail Group, Inc.
7 7401 Boone Ave N
8 Brooklyn Park, MN 55428
9 Randy.Roland@AMRetailGroup.com

8 Jeff Goldfarb
9 G-III Apparel Group, Ltd.
10 512 7th Avenue New York, NY 10018
11 jeffg@g-iii.com

With a copy to:

Jeffrey Margulies
Norton Rose Fulbright US LLP
555 South Flower Street
Forty-First Floor
Los Angeles, California 90071
Jeff.margulies@nortonrosefulbright.com

11 Payment Amounts:

12 Initial Payment total: \$47,500
13 Allocation of Initial Payment:

| Payee | Type | Amount | Deliver To |
|---------------------------------|----------------|-------------|-------------------------|
| OEHHA | Penalty | \$ 4,800.00 | OEHHA per Section 4.2.1 |
| Center For Environmental Health | Penalty | \$ 1,600.00 | LLG |
| Center For Environmental Health | ASP | \$ 4,800.00 | LLG |
| Center For Environmental Health | Fees | \$ 5,700.00 | LLG |
| Lexington Law Group | Fees and Costs | \$30,600.00 | LLG |

21 Permanent Warning Payment total pursuant to §3.2.1.2: \$11,875
22 Allocation of Permanent Warning Payment:

| Payee | Type | Amount | Deliver To |
|---------------------------------|----------------|------------|-------------------------|
| OEHHA | Penalty | \$1,200.00 | OEHHA per Section 4.2.1 |
| Center For Environmental Health | Penalty | \$ 400.00 | LLG |
| Center For Environmental Health | ASP | \$1,200.00 | LLG |
| Center For Environmental Health | Fees | \$1,425.00 | LLG |
| Lexington Law Group | Fees and Costs | \$7,650.00 | LLG |

1 List of each Prolonged Skin Contact Covered Products currently sold pursuant to §2.3:

2 None currently.

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1 Settling Defendant(s): PETZL AMERICA, INC.

2 Contact Information:

3 Rashelle Perry
4 Chief Legal Officer
5 Petzl America, Inc.
6 2929 Decker Lake Drive
7 West Valley City, UT 84119
8 rperry@petzl.com

Paul S. Rosenlund
Duane Morris LLP
Spear Tower
One Market Plaza, Suite 2200
San Francisco, CA 94105-1127
PSRosenlund@duanemorris.com

8 Payment Amounts:

9 Initial Payment total: \$68,000
10 Allocation of Initial Payment:

| 11 Payee | Type | Amount | Deliver To |
|------------------------------------|----------------|-------------|-------------------------|
| 12 OEHHA | Penalty | \$ 6,909.00 | OEHHA per Section 4.2.1 |
| 13 Center For Environmental Health | Penalty | \$ 2,303.00 | LLG |
| 14 Center For Environmental Health | ASP | \$ 6,900.00 | LLG |
| 15 Center For Environmental Health | Fees | \$ 8,140.00 | LLG |
| 16 Lexington Law Group | Fees and Costs | \$43,748.00 | LLG |

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18 Permanent Warning Payment total pursuant to §3.2.1.2: \$17,000
19 Allocation of Permanent Warning Payment:

| 20 Payee | Type | Amount | Deliver To |
|------------------------------------|----------------|-------------|-------------------------|
| 21 OEHHA | Penalty | \$ 1,727.25 | OEHHA per Section 4.2.1 |
| 22 Center For Environmental Health | Penalty | \$ 575.75 | LLG |
| 23 Center For Environmental Health | ASP | \$ 1,725.00 | LLG |
| 24 Center For Environmental Health | Fees | \$ 2,035.00 | LLG |
| 25 Lexington Law Group | Fees and Costs | \$10,937.00 | LLG |

26 List of each Prolonged Skin Contact Covered Products currently sold pursuant to §2.3:

- 27 • Petzl Cordex K52 belay/rappel gloves
- 28 • Petzl Cordex Plus K53 belay/rappel gloves

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2 Settling Defendant(s): ULTRA MARKETING, INC.

3 NOTE: The definition of Covered Products set forth in Section 2.1 of this Consent Judgment
4 is limited as it applies to retailer Sam's West, Inc. to gloves made with Chromium-Tanned
Leather that were supplied to Sam's West, Inc. by Ultra Marketing, Inc.

5 Contact Information:

6 Lynn R. Fiorentino
7 ArentFox Schiff LLP
8 44 Montgomery Street, 38th Floor
9 San Francisco, CA 94104
10 lynn.fiorentino@afslaw.com

11 Payment Amounts:

12 Initial Payment total: \$47,500
13 Allocation of Initial Payment:

| 14 Payee | 15 Type | 16 Amount | 17 Deliver To |
|------------------------------------|-------------------|----------------|----------------------------|
| 18 OEHHA | 19 Penalty | 20 \$4,800.00 | 21 OEHHA per Section 4.2.1 |
| 22 Center For Environmental Health | 23 Penalty | 24 \$1,600.00 | 25 LLG |
| 26 Center For Environmental Health | 27 ASP | 28 \$4,800.00 | 29 LLG |
| 30 Center For Environmental Health | 31 Fees | 32 \$5,700.00 | 33 LLG |
| 34 Lexington Law Group | 35 Fees and Costs | 36 \$30,600.00 | 37 LLG |

38 Permanent Warning Payment total pursuant to §3.2.1.2: \$11,875
39 Allocation of Permanent Warning Payment:

| 40 Payee | 41 Type | 42 Amount | 43 Deliver To |
|------------------------------------|-------------------|---------------|----------------------------|
| 44 OEHHA | 45 Penalty | 46 \$1,200.00 | 47 OEHHA per Section 4.2.1 |
| 48 Center For Environmental Health | 49 Penalty | 50 \$ 400.00 | 51 LLG |
| 52 Center For Environmental Health | 53 ASP | 54 \$1,200.00 | 55 LLG |
| 56 Center For Environmental Health | 57 Fees | 58 \$1,425.00 | 59 LLG |
| 60 Lexington Law Group | 61 Fees and Costs | 62 \$7,650.00 | 63 LLG |

64 List of each Prolonged Skin Contact Covered Products currently sold pursuant to §2.3:

65 Plainsman Cabretta Leather Glove