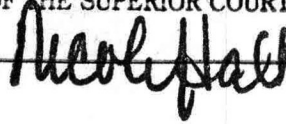


**FILED**  
**ALAMEDA COUNTY**

JUL 31 2024

CLERK OF THE SUPERIOR COURT

By



SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,

Plaintiff,

v.

TOMMY BAHAMA GROUP, INC., *et al.*,

Defendants.

Case No. RG 19-034870

[Consolidated with Lead Case No. RG  
19-029736]

**~~PROPOSED~~ CONSENT  
JUDGMENT AS TO RAINBOW  
SANDALS, 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 Rainbow Sandals, Inc. (“Settling Defendant”).  
4     CEH and Settling Defendant are referred to herein together as the “Parties” or singly as a “Party.”  
5     The Parties enter into this Consent Judgment to settle certain claims asserted by CEH against  
6     Settling Defendant as set forth in the operative complaint in the above-captioned matter. This  
7     Consent Judgment addresses chromium exposures from footwear made with leather materials.  
8     Leather used to make footwear that is tanned with chromium compounds can under certain  
9     circumstances expose consumers to hexavalent chromium (“CrVI”), which is a chemical listed  
10    under Proposition 65 as a known to the State of California to cause cancer and reproductive  
11    toxicity.

12          1.2     On October 17, 2019, CEH provided a 60-day Notice of Violation under  
13    California Health & Safety Code Section 25249.5 *et seq.* (“Proposition 65”) to Settling  
14    Defendant, the California Attorney General, the District Attorneys of every county in California,  
15    and the City Attorneys of every California city with a population greater than 750,000, alleging  
16    that Settling Defendant violated Proposition 65 by exposing persons to CrVI from leather  
17    footwear without first providing a clear and reasonable Proposition 65 warning.

18          1.3     On September 12, 2019, CEH filed the original Complaint in the above-captioned  
19    matter. On January 6, 2020, CEH amended the Complaint to name Settling Defendant as a  
20    defendant in this action.

21          1.4     Settling Defendant is a corporation and a person in the course of doing business as  
22    such term is defined under Proposition 65.

23          1.5     Settling Defendant represents that since the filing of this action, Settling Defendant  
24    has worked with its suppliers to ensure that all of the leather used to produce its sandals and other  
25    footwear products are tanned without chromium based chemicals and that its entire line of  
26    products is now “Chrome-Free.”

1           1.6     For purposes of this Consent Judgment only, the Parties stipulate that this Court  
2 has jurisdiction over the allegations of violations contained in the operative Complaint applicable  
3 to Settling Defendant (the "Complaint") and personal jurisdiction over Settling Defendant as to  
4 the acts alleged in the Complaint, that venue is proper in the County of Alameda, and that this  
5 Court has jurisdiction to enter and enforce this Consent Judgment as further set forth herein as a  
6 full and final resolution of all claims which were or could have been raised in the Complaint  
7 based on the facts alleged therein with respect to leather footwear sold by Settling Defendant.

8           1.7     Nothing in this Consent Judgment is or shall be construed as an admission by the  
9 Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with  
10 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
11 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
12 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
13 other pending or future legal proceedings. This Consent Judgment is the product of negotiation  
14 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and  
15 resolving issues disputed in this action.

## 16     **2.     DEFINITIONS**

17           2.1       "Chrome-Free Leather" means that: (a) the skin or hide used to make the  
18 leather was converted to leather by tanning agents free of chromium salts, including but not  
19 limited to chromium sulfate; (b) the leather was not intentionally treated, dyed, or exposed to  
20 chemicals that contain chromium as an intended ingredient; and (c) the total content of the  
21 chromium in the tanned leather is less than or equal to 0.1% (mass of chromium/total dry weight  
22 of leather) when measured using ISO 17072-2.

23           2.2       "Chrome-Tanned Leather" means that the hide or skin used to make the  
24 leather was converted to leather either by treatment solely with chromium salts or with chromium  
25 salts together with a small amount of some other tanning agent, used merely to assist the  
26 chromium tanning process, and not in sufficient amount to alter the essential chromium tanned  
27 character of the leather that is tanned with chromium compounds.

1           2.3           “Covered Products” means footwear for which normal and foreseeable use  
2 will result in one or more Chrome-Tanned Leather components coming into direct contact with  
3 the skin of the average user’s foot or leg while the footwear is worn (*e.g.*, a chrome-tanned leather  
4 insole, tongue, liner, unlined upper, or strap).

5           2.4           “Effective Date” means the date on which this Consent Judgment is entered by  
6 the Court.

7       **3.       INJUNCTIVE RELIEF**

8           3.1           **Reformulation.** After the Effective Date, Settling Defendant shall not  
9 purchase, import, manufacture, or sell any Covered Product that is made with leather that is not  
10 Chrome-Free Leather, except as set forth in Sections 3.2 and 3.3.

11          3.2           **Existing Inventory - Clear and Reasonable Warnings.** Settling Defendant  
12 has limited existing inventory of Covered Products that were purchased prior to its reformulation  
13 effort and the Effective Date that contains Chrome-Tanned Leather. Notwithstanding Section 3.1,  
14 Settling Defendant may sell such existing inventory that was purchased prior to the Effective  
15 Date provided that it complies with this Section 3.2.

16               3.2.1   Clear and Reasonable Warnings - Product Labeling. Settling Defendant  
17 may sell such existing inventory provided that it is labeled with a Clear and Reasonable  
18 Warning that complies with the provisions of this Section 3.2 and Title 27 California Code  
19 of Regulations section 25601, *et seq.* A Clear and Reasonable Warning under this  
20 Consent Judgment shall state:



22               **WARNING:** This product can expose you to chemicals including hexavalent  
23 chromium, which is known to the State of California to cause cancer and birth  
24 defects or other reproductive harm. For more information go to  
[www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

25           The word “WARNING” shall be displayed in all capital letters and bold print and shall be  
26 preceded by the yellow warning triangle symbol depicted above, provided however, the symbol  
27 may be printed in black and white if the Covered Product label is produced without using the  
28

1 color yellow. This warning statement shall be prominently displayed on the outer packaging or  
2 tag of the Covered Product and shall be displayed with such conspicuousness, as compared with  
3 other words, statements, or designs as to render it likely to be seen, read, and understood by an  
4 ordinary individual prior to sale. The warning may be applied to the product by a sticker or other  
5 adhesive. Where a sign or label used to provide a warning includes consumer information about a  
6 product in a language other than English, the warning shall also be provided in that language in  
7 addition to English. For internet, catalog, or any other sale where the consumer is not physically  
8 present, the warning statement shall be displayed in such a manner that it is likely to be read and  
9 understood by an ordinary individual prior to the authorization of or actual payment.

10       **3.3 Unavailability of Chrome-Free Leather.** Subject to Sections 3.3.1 and 3.3.2, if  
11 Settling Defendant is unable to obtain Chrome-Free Leather for its Covered Products, or if  
12 commercially available Chrome-Free Leather for its Covered Products is determined to be  
13 unsuitable, Settling Defendant may sell such Covered Products made with Chrome-Tanned  
14 Leather only if (a) the leather was produced pursuant to the leather tanning protocols set forth on  
15 Exhibit A, or (b) the Covered Products are labeled with the Clear and Reasonable Warnings set  
16 forth in Section 3.2.1. Such Clear and Reasonable Warnings may not be used on any Covered  
17 Products that contain only Chrome-Free Leather, or for which suitable Chrome-Free Leather is  
18 commercially available.

19       **3.3.1** Before Settling Defendant may employ the leather tanning protocols set  
20 forth on Exhibit A or use Clear and Reasonable Warnings for such Covered Products made with  
21 Chrome-Tanned Leather, Settling Defendant shall use reasonable commercial efforts to obtain  
22 suitable Chrome-Free Leather for these Covered Products. At least thirty (30) days before it sells  
23 any such Covered Products made with Chrome-Tanned Leather, Settling Defendant shall serve on  
24 CEH a written report notifying CEH of its intent to either employ the leather tanning protocols set  
25 forth on Exhibit A or to provide Clear and Reasonable Warnings under Section 3.3, and detailing  
26 its efforts to obtain suitable Chrome-Free Leather for any affected Covered Products.

1                   3.3.2 Thirty (30) days before the end of each calendar year in which Settling  
2 Defendant sells such Covered Products made with Chrome-Tanned Leather under Section 3.3,  
3 Settling Defendant shall serve on CEH a written report detailing its ongoing reasonable  
4 commercial efforts to obtain suitable Chrome-Free Leather for use in its Covered Products.

5       **4. ENFORCEMENT**

6           4.1       **Enforcement Procedures.** CEH or any of the public entities identified in  
7 Health & Safety Code section 25249.7(c) (collectively, "Enforcers") may, by new action, motion,  
8 or application for an order to show cause before the Superior Court of the County of Alameda,  
9 enforce the terms and conditions contained in this Consent Judgment. Prior to bringing any  
10 motion or application to enforce the requirements of Section 3 above, the Enforcer(s) shall  
11 provide Settling Defendant with a Notice of Violation setting forth the basis for the alleged  
12 violation. The Enforcer(s) and Settling Defendant shall then meet and confer during the thirty  
13 (30) day period following the date the Notice of Violation was sent in an effort to try to reach  
14 agreement on an appropriate cure, penalty, or related attorneys' fees related to the alleged  
15 violation. After such thirty (30) day period, the Enforcer(s) may seek to enforce the terms and  
16 conditions contained in this Consent Judgment. In any enforcement proceeding, the Court shall  
17 not be limited by this Consent Judgment in fashioning remedies for failure to comply with  
18 Proposition 65, and may order compliance with Proposition 65 by reformulation, warnings, or  
19 any other method it finds compliant with the law.

20       **5. PAYMENTS**

21           5.1       **Payments by Settling Defendant.** On or before thirty (30) days after the entry of  
22 this Consent Judgment, Settling Defendant shall pay the total sum of \$65,000 as a settlement  
23 payment as further set forth in this Section.

24           5.2       **Allocation of Payments.** The total settlement amount shall be paid in five (5)  
25 separate checks in the amounts specified below and delivered as set forth below. Any failure by  
26 Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late  
27 fee to be paid by Settling Defendant in the amount of \$100 for each day the full payment is not  
28

1 received after the applicable payment due date set forth in Section 5.1. The late fees required  
2 under this Section shall be recoverable, together with reasonable attorneys' fees, in an  
3 enforcement proceeding brought pursuant to Section 4 of this Consent Judgment. The funds paid  
4 by Settling Defendant shall be allocated as set forth below between the following categories and  
5 made payable as follows:

6           5.2.1 Settling Defendant shall pay \$8,400 as a civil penalty pursuant to Health &  
7 Safety Code §25249.7(b). The civil penalty payment shall be apportioned in accordance with  
8 Health & Safety Code §25249.12 (*i.e.*, 25% to CEH and 75% to the State of California's Office of  
9 Environmental Health Hazard Assessment ("OEHHA")). Accordingly, Settling Defendant shall  
10 pay the OEHHA portion of the civil penalty payment for \$6,300 by check made payable to  
11 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be  
12 delivered as follows:

13                   For United States Postal Service Delivery:

14                   Attn: Mike Gyurics  
15                   Fiscal Operations Branch Chief  
16                   Office of Environmental Health Hazard Assessment  
                    P.O. Box 4010, MS #19B  
                    Sacramento, CA 95812-4010

17                   For Non-United States Postal Service Delivery:

18                   Attn: Mike Gyurics  
19                   Fiscal Operations Branch Chief  
20                   Office of Environmental Health Hazard Assessment  
                    1001 I Street, MS #19B  
                    Sacramento, CA 95814

21           5.2.2 Settling Defendant shall pay the CEH portion of the civil penalty payment  
22 for \$2,100 by check made payable to the Center for Environmental Health and associated with  
23 taxpayer identification number 94-3251981. This payment shall be delivered to Lexington Law  
24 Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

25           5.2.3 Settling Defendant shall pay \$6,300 as an Additional Settlement Payment  
26 ("ASP") to CEH pursuant to Health & Safety Code §25249.7(b), and California Code of  
27 Regulations, Title 11, §3204. CEH will use these funds to support CEH programs and activities  
28 that seek to educate the public about toxic chemicals, including hormone disruptors such as CrVI,

work with industries interested in moving toward safer alternatives, advocate with government, businesses, and communities for business practices that are safe for human health and the environment, and thereby reduce the public health impacts and risks of exposure to CrVI and other toxic chemicals in consumer products sold in California. CEH shall obtain and maintain adequate records to document that ASPs are spent on these activities and CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any request from the Attorney General. The payments pursuant to this Section shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. These payments shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

5.2.4 Defendant shall pay \$50,300 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 reimbursement shall be made in two separate checks as follows: (a) \$42,700 payable to the Lexington Law Group, LLP and associated with taxpayer identification number 88-4399775; and (b) \$7,600 payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. Both of these payments shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

5.2.5 To summarize, Settling Defendant shall deliver checks made out to the payees and in the amounts set forth below:

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$6,300	OEHHA per §5.2.1
Center for Environmental Health	Penalty	\$2,100	LLG
Center for Environmental Health	ASP	\$6,300	LLG
Lexington Law Group, LLP	Fee and Cost	\$42,700	LLG
Center for Environmental Health	Fee and Cost	\$7,600	LLG

1     **6.     MODIFICATION OF CONSENT JUDGMENT**

2             **6.1     Modification.** This Consent Judgment may be modified from time to time by  
3     express written agreement of the Parties, with the approval of the Court, or by an order of this  
4     Court upon motion and in accordance with law.

5             **6.2     Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
6     shall attempt in good faith to meet and confer with the other Party prior to filing a motion to  
7     modify the Consent Judgment.

8     **7.     CLAIMS COVERED AND RELEASE**

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

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

25            **7.3**     Provided that Settling Defendant has complied with Section 5 hereof, compliance  
26    with the terms of this Consent Judgment by Settling Defendant shall constitute compliance with  
27    Proposition 65 by Settling Defendant, its Defendant Releasees, and its Downstream Defendant  
28

1 Releasees with respect to any alleged failure to warn about CrVI in Covered Products sold by  
2 Settling Defendant after the Effective Date, except as to any Downstream Defendant Releasee  
3 who fails to provide a warning provided to said entity pursuant to Section 3.2 in a manner  
4 consistent with such Section.

5 7.4 By entering into this Consent Judgment, Settling Defendant waives any rights it  
6 may have under Code of Civil Procedure §998.

7 **8. PROVISION OF NOTICE**

8 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
9 notice shall be sent by first class and electronic mail to:

10 Joseph Mann  
11 Lexington Law Group, LLP  
12 503 Divisadero Street  
13 San Francisco, CA 94117  
14 jmann@lexlawgroup.com

15 8.2 When Settling Defendant is entitled to receive any notice under this Consent  
16 Judgment, the notice shall be sent by first class and electronic mail to:

17 Jack Robbins  
18 Vice President & General Counsel  
19 Rainbow Sandals, Inc.  
20 900 Calle Negocio  
21 San Clemente, CA 92673-6201  
22 jack@rainbowsandals.com

23 8.3 Any Party may modify the person and address to whom the notice is to be sent by  
24 sending the other Party notice by first class and electronic mail.

25 **9. COURT APPROVAL**

26 9.1 This Consent Judgment shall become effective as a contract upon the date signed  
27 by CEH and Settling Defendant, whichever is later, provided however that CEH shall also  
28 prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall  
support approval of such Motion.

1           9.2     If this Consent Judgment is not entered by the Court, it shall be of no further force  
2 or effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
3 purpose.

4       **10.     GOVERNING LAW AND CONSTRUCTION**

5           10.1    The terms of this Consent Judgment shall be governed by the laws of the State of  
6 California.

7       **11.     ATTORNEYS' FEES**

8           11.1    Should CEH prevail on any motion, application for an order to show cause, or  
9 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its  
10 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should  
11 Settling Defendant prevail on any such motion, application for an order to show cause, or other  
12 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result  
13 of such motion or application upon a finding by the Court that CEH's prosecution of the motion  
14 or application lacked substantial justification. For purposes of this Consent Judgment, the term  
15 "substantial justification" shall carry the same meaning as used in the Civil Discovery Act of  
16 1986, Code of Civil Procedure §§2016, *et seq.*

17           11.2    Nothing in this Section 11 shall preclude a Party from seeking an award of  
18 sanctions pursuant to law.

19       **12.     ENTIRE AGREEMENT**

20           12.1    This Consent Judgment contains the sole and entire agreement and understanding  
21 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
22 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein  
23 and therein. There are no warranties, representations, or other agreements between the Parties  
24 except as expressly set forth herein. No representations, oral or otherwise, express or implied,  
25 other than those specifically referred to in this Consent Judgment have been made by any Party  
26 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,  
27 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically  
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1 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the  
2 Parties hereto only to the extent that they are expressly incorporated herein. No waiver of any of  
3 the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the  
4 other provisions hereof whether or not similar, nor shall such waiver constitute a continuing  
5 waiver.

6 **13. RETENTION OF JURISDICTION**

7 13.1 This Court shall retain jurisdiction of this matter to implement or modify the  
8 Consent Judgment.

9 **14. SUCCESSORS AND ASSIGNS**

10 14.1 This Consent Judgment shall apply to and be binding upon CEH and Settling  
11 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or  
12 assigns of any of them.

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

14 15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
15 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
16 execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

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

18 16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
19 against an entity that is not Settling Defendant on terms that are different from those contained in  
20 this Consent Judgment.

21 **17. EXECUTION IN COUNTERPARTS**

22 17.1 The stipulations to this Consent Judgment may be executed in counterparts  
23 and by means of facsimile or portable document format (pdf), which taken together shall be  
24 deemed to constitute one document.

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**IT IS SO STIPULATED:**

Dated: April 8, 2024

**CENTER FOR ENVIRONMENTAL  
HEALTH**



Signature

Kizzy Charles-Guzman

Printed Name

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_, 2024

**RAINBOW SANDALS, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**IT IS SO ORDERED:**

Dated: \_\_\_\_\_, 2024

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

1 **IT IS SO STIPULATED:**

2 Dated: \_\_\_\_\_, 2024

**CENTER FOR ENVIRONMENTAL  
HEALTH**

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Signature

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11 Dated: April 11, 2024

**RAINBOW SANDALS, INC.**

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Signature *Jay R Longley Jr*

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15 \_\_\_\_\_  
Printed Name *Jay R. Longley, Jr.*

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17 \_\_\_\_\_  
Title *President*

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19  
20 **IT IS SO ORDERED:**

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22 Dated: July 31, 2024

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Judge of the Superior Court *[Signature]*

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**EXHIBIT A**

**Optional Reformulation Protocols for Covered Products Made with Chrome-Tanned Leather  
(if Chrome-Free Leather Is Unavailable)**

**LEATHER TANNING/FINISHING PROTOCOL  
FOR COMPLIANCE WITH PROPOSITION 65 REQUIREMENTS TO  
MINIMIZE POTENTIAL FORMATION OF HEXAVALENT CHROMIUM**

**Leather Tanning/Finishing Protocol**

The following protocol for chrome-tanners/retanners identifies good manufacturing practices recognized by the leather tanning industry to eliminate or minimize the formation of hexavalent chromium in chrome-tanned or chrome re-tanned leather. Tannery shall provide transport and storage instructions specifying recommended temperature, humidity, and light conditions sufficient to maintain physical and chemical properties of the leather relevant to CrVI formation.

Upon written agreement of the Parties, this Protocol may be re-evaluated and revised appropriately to reflect advances in technology and production processes. Unless otherwise noted, references to test methods, detection limits, and other standards are to the version in place as of adoption of this Protocol.

**1. Process Stage: Beamhouse**

- 1.1. **Degreasing:** Thorough degreasing processes must be employed to reduce the presence of natural fats that can diminish leather quality and potentially contribute to CrVI formation.
  - 1.1.1. Perform thorough and consistent degreasing during beamhouse operations involving sheepskin, pigskin, and other high-fat content hides (*i.e.*, fat content over 3% dry weight basis). These materials can be very greasy and may require a specific, separate degreasing operation to reduce the fat content.
  - 1.1.2. Processing of bovine hides should include the use of surfactants to ensure fat content less than 3% dry weight basis.
  - 1.1.3. Use of halogenated organic degreasing agents is prohibited.
  - 1.1.4. Use only aqueous degreasing agents.
  - 1.1.5. Do not use products with oxidative potential.
  - 1.1.6. If bleaching is required (under exceptional circumstances to reduce natural skin pigmentation when producing very pale leather), products with oxidative potential may be necessary. If used, the process should incorporate iodine-starch paper for each batch of leather being processed to check oxidative potential and, if necessary, use reducing agent prior to addition of chromium in tanning stage.
  - 1.1.7. Wash limed hides/pelts properly after liming and decalcifying.

**2. Process Stage: Tanning/Wet Blue**

- 2.1. **Tanning Agents:** Chromium-containing tanning agents must not contain intentionally added or detectable levels<sup>1</sup> of CrVI.

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<sup>1</sup> The terms "detectable/undetectable levels" of CrVI shall be defined by the relevant test method appropriate for the chemical.

- 2.1.1. Obtain from chemical supplier test reports for each supplier production batch conducted pursuant to ISO 19071 for CrVI in chromium tanning agents demonstrating detectable levels of CrVI no higher than the levels specified in the most current version of the ZDHC Manufacturing Restricted Substances List (“MRSL”)<sup>2</sup> (as analyzed by the test method specified therein).
  - 2.1.2. Maintain inventory control to ensure quality of tanning agents at time of use. Use of tanning/retanning agents past their “use by” date is prohibited.
  - 2.1.3. Tanning process vessels and associated make-up and delivery systems to be thoroughly cleaned and maintained using best practices.
  - 2.1.4. Water used during the tanning process and to clean apparatus, tubs, tools, and other equipment must have undetectable levels of CrVI.
    - 2.1.4.1. Recycled water must be tested regularly (at least annually) and verified as having undetectable levels of CrVI; water received directly from municipal or permitted wells does not require repeat verification of CrVI levels but should be analyzed to confirm absence of CrVI.
  - 2.1.5. Storage conditions must be maintained in accordance with chemical supplier instructions. Storage of chemicals outside of manufacturer recommendations is prohibited, unless representative samples of the chemicals are tested to confirm undetectable levels of CrVI no later than one month prior to use. ISO 19071 or other CrVI test methods appropriate to the chemical shall be employed.
  - 2.1.6. Final wash must be employed to remove unfixed chrome to the extent feasible.
  - 2.1.7. Use of chromium tanning agents recycled by the tannery is prohibited unless tested regularly (at least annually) to confirm undetectable CrVI via ISO 19071.
- 2.2. *Use of Oxidizing Agents:* The use of oxidizing agents such as sodium chlorite (or hypochlorite) in the pickle, or of potassium permanganate in pre-tanning wet-end operations, increases the risk of the formation of CrVI.
- 2.2.1. Oxidizing agents may only be used if they can be shown to be absolutely necessary (*e.g.*, for white or pastel shades) and if the residuals are reduced prior to the addition of chrome tanning agents. Starch-iodide test papers (must show no color development) or Oxidation-Reduction Potential (“ORP”) measurement (must show a negative reading indicating a reducing agent) shall be used to confirm lack of oxidative potential.
- 2.3. Measure and monitor levels of residual natural fats in wet blue leather. Bovine leather shall contain no more than 3% residual fat as measured below. Pigskin leather shall contain no more than 7% residual fat, as measured below. Other leather (*e.g.*, sheep, goat, *etc.*) shall contain no more than 4% fat, as measured below.
- 2.3.1. Monitoring must indicate an average grease content of less than 3% (bovine) or 4% (other) by weekly analysis or per 30 batches of production, whichever is the more frequent. For pigskin, monitoring must indicate an average grease content of less

<sup>2</sup> The ZDHC MRSL is the minimum standard for the CrVI standard in this Protocol. Reference to other CrVI limits from other MRSLs may be used if they meet or exceed the stringency of the ZDHC standard. The current version of the ZDHC MRSL is v.3.1 and can be found at: <https://mrsl-30.roadmaptozero.com/mrslpdf?for=Consultancy>. All references to the ZDHC MRSL in this Protocol refer to the then most current version of the ZDHC MRSL. This note applies to all references to ZDHC in this Protocol.

than 7% by monthly analysis or per 30 batches of production, whichever is the more frequent. (A "batch" is a production drum load or a group of hides/skins that are processed together as a unit.)

2.3.2. Alternatively, the wet blue leather must have a maximum of 0.5% of Free Fatty Acids (using test method ISO 4048:2018)

2.4. If wet blue is used as a starting material: Wet blue bought from other suppliers must be shown to be free of CrVI (using the ISO 17075-2 test method after ageing procedure) and to have fat content less than 3% (bovine), 7% (pigskin), or 4% (other). For pigskin with fat content over 4%, additional degreasing shall be performed before or during the retan stage to reduce fat content below 4%.

### **3. Process Stage: Retanning/Wet End/Finishing**

3.1. *Retanning Agents*: Optimization of chrome fixation is critical to reduce extractable chrome levels and the potential for CrVI formation.

3.1.1. Use of oxidizing agents (such as ammonia-based chemicals/bleach) after chrome tanning is prohibited.

3.1.2. Confirm selection of appropriate retanning agents for binding behavior and/or use of complexing agents. Maintain documentation.

3.1.3. Chromium-containing retanning agents must not contain intentionally added or detectable levels of CrVI higher than the levels specified in the ZDHC MRSL.

3.1.4. Obtain from chemical supplier test reports conducted pursuant to ISO 19071 demonstrating undetectable levels of CrVI.

3.1.5. Maintain inventory control to ensure quality of retanning agents at time of use. Use of retanning agents past their "use by" date is prohibited.

3.2. Retanning process vessels and associated make-up and delivery systems to be thoroughly cleaned and maintained using best practices.

3.3. Water used during retanning process and to clean apparatus, tubs, tools, and other equipment must have undetectable levels of CrVI. Recycled water must be tested regularly (at least annually) and verified as having undetectable levels of CrVI; water received directly from municipal or permitted wells does not require repeat verification of CrVI levels but should be analyzed to confirm absence of CrVI.

3.4. Storage conditions must be maintained in accordance with chemical supplier instructions. Storage of chemicals outside of manufacturer recommendations is prohibited, unless representative samples of the chemicals are tested to confirm undetectable levels of CrVI no later than one month prior to use. ISO 19071 or other CrVI test methods appropriate to the chemical shall be employed.

3.5. Final wash must be employed to remove unfixed chrome to the extent feasible.

3.6. Use of chromium retanning agents recycled by the tannery is prohibited unless tested regularly (at least annually) to confirm undetectable CrVI via ISO 19071.

3.7. Use scavenging agents, such as 1%-3% vegetable tanning extracts, for antioxidant protection, or use commercially-available synthetic antioxidants specifically formulated for the purpose and according to manufacturer specifications. (Antioxidants may be introduced directly or as part of the retanning agent formulation.)

3.7.1. Add antioxidants during retanning process to enable longer-lasting antioxidant efficacy. Use of only spray-on antioxidants is prohibited.

3.8. Dyes and Pigments:

3.8.1. Dye and pigments must not contain intentionally added or detectable levels of CrVI.

3.8.2. Obtain from chemical supplier test reports conducted pursuant to ISO or EPA test method for CrVI demonstrating undetectable levels of CrVI.

3.8.3. Obtain from chemical supplier certification that dyes or pigments lack oxidative potential (through ORP measurement showing a negative reading indicating a reducing agent or other appropriate method).

3.8.4. If chromium-containing dyes or pigments are used, final product must be tested annually (or sooner if there is a change in formula) to confirm levels of CrVI below detection limit. Test using ISO 17075-2.

3.8.5. Use of dyes and pigments must be compliant with the ZDHC MRSL.

3.9. Bleaches:

3.9.1. Use of aggressive bleaches, peroxides, and potassium permanganate (KMnO<sub>4</sub>) as bleaching agents after tanning is prohibited.

3.10. Fatliquors: Fatliquors must be suitably formulated with an appropriate antioxidant to protect against CrVI formation. Fish and vegetable oils in particular must be formulated with an appropriate antioxidant to protect against CrVI formation. Do not use fatliquors without having first obtained from the supplier a statement confirming that fatliquors are formulated with an appropriate antioxidant.

3.11. Inventory control must be maintained to ensure quality of fatliquors at time of use and that all fatliquors are used prior to "use by" dates.

3.12. Chemical storage conditions must be maintained in accordance with chemical supplier instructions to avoid fatliquor breakdown. Storage in conditions outside of manufacturer recommendations is prohibited, unless representative samples of the chemicals are tested to confirm the absence of oxidative potential no later than one month prior to use. Starch-iodide test papers (must show no color development) or ORP measurement (must show a negative reading indicating a reducing agent) shall be used to confirm lack of oxidative potential.

4. Finishing Oils/Waxes: Oils and wax finishes containing a high level of unsaturated fats are more likely associated with CrVI formation.

- 4.1. Obtain from supplier a statement confirming that finishing oils and waxes are suitable for use and do not contribute to CrVI formation (such as by indicating compliance with ZDHC MRSLS specifications).
5. **pH Levels:** Careful monitoring of pH through the entire set of tanning, retanning, fatliquoring, and dyeing process stages is critical to the avoidance of CrVI in the finished leather product. The potential for formation of CrVI increases at higher pH. While the neutralization process during wet end retanning will raise pH, this will be reversed during subsequent acidification and fixation.
- 5.1. The pH must be maintained below 4.0 in the final bath (fixation) of the re-tanning process to ensure entire cross-section of leather is at acidic pH. Maintain documentation of final pH.
- 5.2. Acidification at the end of wet end processing should be done in a steady manner with 2-3 additions of acid.
- 5.3. Allow sufficient time to ensure complete acid penetration, depending on thickness and other processing conditions.
- 5.4. The pH through the entire leather cross-section must be consistently below 4.5 in finished leather. Document final pH of leather determined during research and development. Conduct random audit sampling to ensure pH of final leather product is below 4.5 and maintain documentation.
6. **Final Wash:** Final wash must be employed to remove unfixed chrome. The pH of wash waters may need to be adjusted (lowered) to avoid localized, surface raising of pH.
- 6.1. Drying: Solar irradiation is prohibited during drying of the leather.
7. **Mold:**
- 7.1. Use of ammonia to prevent mold formation is prohibited. If a fungicide is to be used to prevent mold formation a declaration should be obtained from the manufacturer to confirm that its use will not contribute to the potential formation of CrVI.
8. **Process Stage: Storage and Transportation**
- 8.1. Storage and transportation conditions must be monitored to maintain temperature, humidity, and light exposure to reduce the possibility of CrVI formation. Tannery shall provide storage instructions specifying recommended temperature, humidity, and light conditions sufficient to maintain physical and chemical properties of the leather.

## **9. Good Manufacturing and Quality Control Standards**

- 9.1. The following quality assurance procedures must be implemented in order to ensure the prevention of CrVI formation throughout the entire production process:
- 9.1.1. Ensure cleanliness and good organization within the entire production facility.
  - 9.1.2. Storage conditions must be regularly checked to ensure that chemical degradation does not occur.
  - 9.1.3. Inventory control (received date, use by date, supplier, batch number, stores location, *etc.*) must be undertaken to ensure that chemicals are not used past their use-by date.
  - 9.1.4. Train employees in the safe use of chemicals and the correct make-up and application procedures for their use in each stage of the process. Educate workers about the potential for formation of CrVI, its potential for harm in the final product, and their role in ensuring process recipes are followed in order to ensure manufacture of a safe product. Ensure that all safety data sheets are current and available for each chemical, and that employees have been trained to properly handle and store the chemicals. Maintain written chemical management policy.
  - 9.1.5. All process steps must be documented, including the chemicals used in order to ensure transparency in the manufacturing or processing procedure.
  - 9.1.6. Ensure that the products which you use to degrease, tan, dye, or retan the leather do not contain intentionally added or detectable levels of CrVI higher than the levels specified in the ZDHC MRSL and have low oxidation potential. Obtain from chemical supplier a statement confirming that chemicals are suitable for use and do not contribute to CrVI formation or have oxidative potential. If stored outside of supplier recommendations or past “use by” dates, use iodine-starch paper or ORP measurement to check oxidative potential and if necessary use reducing agent prior to use.
  - 9.1.7. Use of chemicals which contain intentionally added CrVI or which the manufacturer cannot guarantee as having detectable levels of CrVI no higher than the levels specified in the ZDHC MRSL is prohibited.
  - 9.1.8. Maintain detailed internal quality control records.
  - 9.1.9. Testing: Annually test representative samples of finished leather for CrVI. Refer to AFIRM Restricted Substances List (available at [https://afirm-group.com/wp-content/uploads/2023/04/2023\\_AFIRM\\_RSL\\_2023\\_0419a.pdf](https://afirm-group.com/wp-content/uploads/2023/04/2023_AFIRM_RSL_2023_0419a.pdf)) for recommended testing method.

<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b></p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>	<p align="center"><b>FILED</b> Superior Court of California County of Alameda 08/01/2024</p>
<p>PLAINTIFF/PETITIONER: Center For Enviromental Health</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy N. Hall</p>
<p>DEFENDANT/RESPONDENT: Tommy Bahama Group, Inc. et al</p>	
<p align="center"><b>CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</b></p>	<p>CASE NUMBER: RG19034870</p>

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Judgment - Consent Judgment - 07/31/2024 entered for Plaintiff Center For Enviromental Health against Defendant Rainbow Sandals Inc. AKA Doe 7. entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Chad Finke, Executive Officer / Clerk of the Court

Dated: 08/01/2024

By:

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N. Hall, Deputy Clerk

SHORT TITLE: Center For Enviromental Health VS Tommy  
Bahama Group, Inc.

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