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**FILED**  
Superior Court of California  
County of Alameda

11/15/2024

Clad Fluke, Executive Officer / Clerk of the Court

By: A. Amponsah Deputy  
A. Amponsah

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

CENTER FOR ENVIRONMENTAL HEALTH,

Plaintiff,

v.

THE KOOPLES BLOOM INC., *et al.*,

Defendants.

Case No. 23CV045797

~~PROPOSED~~ CONSENT  
JUDGMENT AS TO S & A  
DISTRIBUTION, INC.





1 tanning process, and not in sufficient amount to alter the essential chromium tanned character of  
2 the leather that is tanned with chromium compounds.

3 2.2 “Covered Products” means footwear for which normal and foreseeable use will  
4 result in one or more Chrome-Tanned Leather components coming into direct contact with the  
5 skin of the average user’s foot or leg while the footwear is worn (*e.g.*, a chrome-tanned leather  
6 insole, tongue, liner, unlined upper, or strap).

7 2.3 “Effective Date” means the date on which this Consent Judgment is entered by the  
8 Court.

9 2.4 A “Protocol Tannery” is a leather tannery that (a) produces Chrome-Tanned  
10 Leather pursuant to the Reformulation Protocol, or (b) provides a certification demonstrating that  
11 the tannery has achieved certification with overall Gold rating under the Leather Working Group  
12 (LWG) Audit Protocol P7.2.2 (or any subsequent higher version that is in force at the time of  
13 certification) (the “LWG Audit Protocol”), or has attained a Gold medal rating in the section of  
14 such LWG Audit Protocol entitled “Restricted Substances, Compliance & Chromium VI  
15 Management” (or any subsequent section or sections regarding CrVI management).

16 2.5 “Reformulation Protocol” means the leather tanning protocol set forth on Exhibit  
17 A.

18 2.6 “Skin Contact Component” means a Chrome-Tanned Leather component that  
19 comes into direct contact with the skin of the average user’s foot while the Covered Product is  
20 being worn.

### 21 **3. FACTUAL BACKGROUND**

22 3.1 Chromium exists in different valence states. One of those states is CrVI and  
23 another is trivalent chromium, which is also known as CrIII. Neither elemental chromium nor  
24 CrIII is a listed chemical under Proposition 65.

25 3.2 Chromium tanning is a process of preserving hides that uses CrIII compounds.  
26 CrVI is not intentionally added to leather in the tanning process.



1 Defendant after 180 days following the Effective Date with Skin Contact Components that are  
2 made from Chrome-Tanned Leather may be sold or offered for sale in California with a Clear and  
3 Reasonable Warning that complies with the provisions of this Section 4.2 and Title 27 California  
4 Code of Regulations section 25601, *et seq.* A Clear and Reasonable Warning may only be  
5 provided for Covered Products that Settling Defendant reasonably believes may expose persons  
6 to CrVI. A Clear and Reasonable Warning under this Agreement shall state:



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

11 The word “**WARNING**” shall be displayed in all capital letters and bold print and shall be  
12 preceded by the yellow warning triangle symbol depicted above, provided however, the symbol  
13 may be printed in black and white if the Covered Product label is produced without using the  
14 color yellow. This warning statement shall be prominently displayed on the outer packaging or  
15 tag of the Covered Product and shall be displayed with such conspicuousness, as compared with  
16 other words, statements, or designs as to render it likely to be seen, read, and understood by an  
17 ordinary individual prior to sale. The warning may be applied to the product by a sticker or other  
18 adhesive. Where a sign or label used to provide a warning includes consumer information about a  
19 product in a language other than English, the warning shall also be provided in that language in  
20 addition to English. For internet, catalog, or any other sale where the consumer is not physically  
21 present, the warning statement shall be displayed in such a manner that it is likely to be read and  
22 understood by an ordinary individual prior to the authorization of or actual payment.

23 **4.3 Reformulation Notice.** At least thirty (30) days before Settling Defendant knows  
24 or has reason to believe a Covered Product with Skin Contact Components that are made from  
25 Chrome-Tanned Leather that will be reformulated under Section 4.1 and that will be sold or  
26 offered for sale in California without a Clear and Reasonable Warning under Section 4.2, Settling  
27 Defendant shall serve on CEH a written report notifying CEH of its intent to sell such

1 reformulated Covered Products and identifying the specific Covered Products that have been or  
2 will be reformulated by name, product code number, SKU, and any other identifier.

3 **5. ENFORCEMENT**

4 **5.1 Enforcement Procedures.** Following the expiration of the applicable time period  
5 required to perform any term or condition of this Consent Judgment, any Party may, by motion,  
6 or application for an order to show cause before the Superior Court of the County of Alameda,  
7 enforce the terms and conditions contained in this Consent Judgment. Prior to bringing any  
8 motion or application to enforce the requirements of Section 4 above, the Party seeking to enforce  
9 shall provide the allegedly violating Party with a written Notice of Violation setting forth the  
10 basis for the alleged violation. The Parties shall then meet and confer during the thirty (30) day  
11 period following the date the Notice of Violation was sent in an effort to try to reach agreement  
12 on an appropriate cure, penalty, or related attorneys' fees related to the alleged violation. After  
13 such thirty (30) day period, the Party seeking to enforce may, by motion or application for an  
14 order to show cause before the Superior Court of Alameda, seek to enforce the terms and  
15 conditions contained in this Consent Judgment. Nothing in this Section 5.1 shall impact the  
16 Court's authority in an enforcement proceeding to impose appropriate remedies, including the  
17 provision of a clear and reasonable warning.

18 **6. PAYMENTS**

19 **6.1 Payments by Settling Defendant.** On or before fifteen (15) business days after  
20 the entry of this Consent Judgment, Settling Defendant shall pay the total sum of \$120,000 as a  
21 settlement payment as further set forth in this Section (the "Total Settlement Payment").

22 **6.2 Allocation of Payments.** The Total Settlement Payment shall be paid in five (5)  
23 separate checks in the amounts specified below and delivered as set forth below. Any failure by  
24 Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late  
25 fee to be paid by Settling Defendant in the amount of \$100 for each day the full payment is not  
26 received after the applicable payment due date set forth in Section 6.1. The late fees required  
27 under this Section shall be recoverable, together with reasonable attorneys' fees, in an

1 enforcement proceeding brought pursuant to Section 5 of this Consent Judgment. The funds paid  
2 by Settling Defendant shall be allocated as set forth below between the following categories and  
3 made payable as follows:

4           6.2.1 As part of the Total Settlement Payment, Settling Defendant shall pay  
5 \$15,910 as a civil penalty pursuant to Health & Safety Code §25249.7(b). The civil penalty  
6 payment shall be apportioned in accordance with Health & Safety Code §25249.12 (*i.e.*, 25% to  
7 CEH and 75% to the State of California’s Office of Environmental Health Hazard Assessment  
8 (“OEHHA”). Accordingly, Settling Defendant shall pay the OEHHA portion of the civil penalty  
9 payment for \$11,932.50 by check made payable to OEHHA and associated with taxpayer  
10 identification number 68-0284486. This payment shall be delivered as follows:

11                           For United States Postal Service Delivery:  
12                                   Attn: Mike Gyurics  
13                                   Fiscal Operations Branch Chief  
14                                   Office of Environmental Health Hazard Assessment  
   P.O. Box 4010, MS #19B  
   Sacramento, CA 95812-4010

15                           For Non-United States Postal Service Delivery:  
16                                   Attn: Mike Gyurics  
17                                   Fiscal Operations Branch Chief  
18                                   Office of Environmental Health Hazard Assessment  
   1001 I Street, MS #19B  
   Sacramento, CA 95814

19           6.2.2 As part of the Total Settlement Payment, Settling Defendant shall pay the  
20 CEH portion of the civil penalty payment for \$3,977.50 by check made payable to the Center for  
21 Environmental Health and associated with taxpayer identification number 94-3251981. This  
22 payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco,  
23 CA 94117.

24           6.2.3 As part of the Total Settlement Payment, Settling Defendant shall pay  
25 \$11,932 as an Additional Settlement Payment (“ASP”) to CEH pursuant to Health & Safety Code  
26 §25249.7(b), and California Code of Regulations, Title 11, §3204. CEH will use these funds to  
27 support CEH programs and activities that seek to educate the public about toxic chemicals,  
28 including hormone disruptors such as CrVI, work with industries interested in moving toward



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

10           6.2.4 As part of the Total Settlement Payment, Settling Defendant shall pay  
 11 \$92,158 as a reimbursement of a portion of CEH’s reasonable attorneys’ fees and costs (including  
 12 but not limited to expert and investigative costs). The attorneys’ fees and cost reimbursement  
 13 shall be made in two separate checks as follows: (a) \$76,238 payable to the Lexington Law  
 14 Group, LLP and associated with taxpayer identification number 88-4399775; and (b) \$15,920  
 15 payable to the Center for Environmental Health and associated with taxpayer identification  
 16 number 94-3251981. Both of these payments shall be delivered to Lexington Law Group, LLP,  
 17 503 Divisadero Street, San Francisco, CA 94117.

18           6.2.5 To summarize, Settling Defendant shall deliver checks made out to the  
 19 payees and in the amounts set forth below to pay the Total Settlement Payment:

<b>Payee</b>	<b>Type</b>	<b>Amount</b>	<b>Deliver To</b>
OEHHA	Penalty	\$11,932.50	OEHHA per §6.2.1
Center for Environmental Health	Penalty	\$3,977.50	LLG
Center for Environmental Health	ASP	\$11,932	LLG
Lexington Law Group, LLP	Fees and Costs	\$76,238	LLG
Center for Environmental Health	Fees and Costs	\$15,920	LLG



1 including but not limited to distributors, wholesalers, customers, retailers, franchisees, licensors,  
2 and licensees (“Downstream Defendant Releasees”), of any violation of Proposition 65 based on  
3 failure to warn about alleged exposure to CrVI contained in Covered Products manufactured,  
4 distributed, sold, or offered for sale by Settling Defendant prior to the Effective Date.

5 8.2 Provided that Settling Defendant has made all the payments required by Section 6  
6 hereof, CEH, for itself and its agents, successors, and assigns, releases, waives, and forever  
7 discharges any and all claims, actions, suits, demands, liabilities, and proceedings both at law and  
8 in equity against Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees  
9 arising from any violation of Proposition 65 or any other statutory or common law claims that  
10 have been or could have been asserted by CEH regarding the failure to warn about exposure to  
11 CrVI arising in connection with Covered Products manufactured, distributed, sold, or offered for  
12 sale by Settling Defendant prior to the Effective Date.

13 8.3 Provided that Settling Defendant has made all the payments required by Section 6  
14 hereof, compliance with the terms of this Consent Judgment by Settling Defendant shall  
15 constitute compliance with Proposition 65 by Settling Defendant, Defendant Releasees, and  
16 Downstream Defendant Releasees with respect to any alleged failure to warn about CrVI in  
17 Covered Products manufactured, distributed, sold, or offered for sale by Settling Defendant after  
18 the Effective Date, except as to any Downstream Defendant Releasee that fails to provide a  
19 warning provided to said entity pursuant to Section 4.2 in a manner consistent with such Section.

20 **9. PROVISION OF NOTICE**

21 9.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
22 notice shall be sent by first class and electronic mail to:

23 Joseph Mann  
24 Lexington Law Group, LLP  
25 503 Divisadero Street  
26 San Francisco, CA 94117  
27 jmann@lexlawgroup.com

28 9.2 When any Settling Defendant is entitled to receive any notice under this Consent  
Judgment, the notice shall be sent by first class and electronic mail to:

1                   Valentina Maffei  
2                   Legal and Corporate Affairs Department  
3                   Chief of Legal Affairs - Contracts & Litigation  
4                   GEOX S.p.a.  
5                   Via Feltrina 16 – 31044  
6                   Biadene di Montebelluna (TV)  
7                   ITALY  
8                   Valentina.Maffei@geox.com

9                   With a copy by email to:

10                   Fred H. Perkins  
11                   Morrison Cohen LLP  
12                   909 Third Avenue  
13                   New York, NY 10022  
14                   fhperkins@morrisoncohen.com

15                   9.3     Any Party may modify the person and address to whom the notice is to be sent by  
16                   sending the other Party notice by first class or electronic mail.

17                   **10.     COURT APPROVAL**

18                   10.1    This Consent Judgment shall become effective as a contract upon the date signed  
19                   by CEH and Settling Defendant, whichever is later, provided however that CEH shall also  
20                   prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall  
21                   support approval of such Motion.

22                   10.2    If this Consent Judgment is not entered by the Court, it shall be of no further force  
23                   or effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
24                   purpose.

25                   **11.     GOVERNING LAW AND CONSTRUCTION**

26                   11.1    The terms of this Consent Judgment shall be governed by the laws of the State of  
27                   California.

28                   **12.     ATTORNEYS' FEES**

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

1 Settling Defendant prevail on any such motion, application for an order to show cause, or other  
2 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result  
3 of such motion or application upon a finding by the Court that CEH's prosecution of the motion  
4 or application lacked substantial justification.

5 12.2 Nothing in this Section 12 shall preclude a Party from seeking an award of  
6 sanctions pursuant to law.

### 7 **13. ENTIRE AGREEMENT**

8 13.1 This Consent Judgment contains the sole and entire agreement and understanding  
9 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
10 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein  
11 and therein. There are no warranties, representations, or other agreements between the Parties  
12 except as expressly set forth herein. No representations, oral or otherwise, express or implied,  
13 other than those specifically referred to in this Consent Judgment have been made by any Party  
14 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,  
15 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically  
16 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the  
17 Parties hereto only to the extent that they are expressly incorporated herein. No waiver of any of  
18 the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the  
19 other provisions hereof whether or not similar, nor shall such waiver constitute a continuing  
20 waiver.

### 21 **14. RETENTION OF JURISDICTION**

22 14.1 This Court shall retain jurisdiction of this matter to implement or modify the  
23 Consent Judgment.

### 24 **15. SUCCESSORS AND ASSIGNS**

25 15.1 This Consent Judgment shall apply to and be binding upon CEH, the CEH  
26 Releasers, Settling Defendant, and the Defendant Releasees, and their respective divisions,  
27 subdivisions, and subsidiaries, and the successors or assigns of any of them.

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

2             16.1     Each signatory to this Consent Judgment certifies that they are fully authorized by  
3     the Party they represent to stipulate to this Consent Judgment and to enter into and execute the  
4     Consent Judgment on behalf of the Party represented and to legally bind that Party.

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

6             17.1     Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
7     against an entity that is not Settling Defendant on terms that are different from those contained in  
8     this Consent Judgment.

9     **18.     EXECUTION IN COUNTERPARTS**

10            18.1        The stipulations to this Consent Judgment may be executed in counterparts  
11     and by means of facsimile or portable document format (pdf), which taken together shall be  
12     deemed to constitute one document.

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**IT IS SO STIPULATED:**

Dated: August 2, 2024

**CENTER FOR ENVIRONMENTAL  
HEALTH**



\_\_\_\_\_  
Signature

Kizzy Charles-Guzman  
Printed Name

CEO  
Title

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

**S & A DISTRIBUTION, INC.**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**IT IS SO ORDERED:**

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

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

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**IT IS SO STIPULATED:**

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

**CENTER FOR ENVIRONMENTAL  
HEALTH**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

Dated: July 31 \_\_\_\_\_, 2024

**S & A DISTRIBUTION, INC.**

*Bridgette Nally*  
\_\_\_\_\_  
Signature

Bridgette Nally  
\_\_\_\_\_  
Printed Name

Officer - Secretary  
\_\_\_\_\_  
Title

**IT IS SO ORDERED:**

Dated: 11/15/2024 \_\_\_\_\_, 2024

*Rebekah Evenson*  
\_\_\_\_\_  
Judge of the Superior Court

**Rebekah Evenson / Judge**



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EXHIBIT A

Reformulation Protocols for Covered Products Made with Chrome-Tanned Leather

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

***Background:*** For purposes of compliance with Proposition 65, the following Protocol is intended to establish good manufacturing practices and measures for chrome-tanned or chrome-retanned leather in order to eliminate or minimize the presence and potential formation of hexavalent chromium (CrVI) in such leather intended for footwear products sold in California. Settling Defendants shall be required to comply with the terms of the Protocol prior to manufacturing or processing leather footwear for sale in California or to require compliance with the Protocol by third party manufacturers and suppliers of leather intended for such products.

Certification with overall Gold rating under the Leather Working Group (LWG) Audit Protocol shall be considered in assessing compliance with this Protocol. For companies attaining a lower overall LWG medal rating, compliance assessment also shall consider attainment of Gold rating in the sections of the LWG Protocol relating to Restricted Substances Lists and Chemical Management (currently Section 9 “Restricted Substances, Compliance, Chromium VI Management” and Section 16 “Chemical Management” of Issue 7.2.2 of the LWG Protocol).

**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.
  - 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.

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

<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.

- 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 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 MRSL 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) for recommended testing method.



1 **PROOF OF SERVICE**

2 I, Star Beltman, declare:

3 I am a citizen of the United States and employed in the County of San Francisco, State of  
4 California. I am over the age of eighteen (18) years and not a party to this action. My business  
5 address is 503 Divisadero Street, San Francisco, CA 94117 and my email address is  
sbeltman@lexlawgroup.com.

6 On November 13, 2024, I served the following document(s) on all interested parties in this action  
7 by placing a true copy thereof in the manner and at the addresses indicated below:

8 **[PROPOSED] CONSENT JUDGMENT AS TO S&A DISTRIBUTION, INC.**

9  **BY MAIL:** I am readily familiar with the firm's practice for collecting and processing mail  
10 with the United States Postal Service ("USPS"). Under that practice, mail would be deposited  
11 with USPS that same day with postage thereon fully prepaid at San Francisco, California in the  
ordinary course of business. On this date, I placed sealed envelopes containing the above  
mentioned documents for collection and mailing following my firm's ordinary business practices.

12  **BY FACSIMILE:** I caused all pages of the document(s) listed above to be transmitted via  
13 facsimile to the fax number(s) as indicated and said transmission was reported as complete and  
without error.

14  **BY ELECTRONIC MAIL:** I transmitted a PDF version of the document(s) listed above via  
15 email to the email address(es) indicated on the attached service list [or noted above] on the date  
executed.

16 *Please see attached service list*

17  **BY PERSONAL DELIVERY:** I placed all pages of the document(s) listed above in a sealed  
18 envelope addressed to the party(ies) listed above, and caused such envelope to be delivered by  
hand to the addressee(s) as indicated.

19  **BY OVERNIGHT DELIVERY:** I deposited such document(s) in a box or other facility  
20 regularly maintained by FedEx, or delivered such document(s) to a courier or driver authorized by  
FedEx, with delivery fees paid or provided for, and addressed to the person(s) being served  
below.

21 I declare under penalty of perjury under the laws of the State of California that the  
22 foregoing is true and correct.

23 Executed on November 13, 2024 at San Francisco, California.

24 

25 \_\_\_\_\_  
26 Star Beltman  
27  
28

**SERVICE LIST**

*Center for Environmental Health v. The Kooples Bloom, Inc., et al.*  
Case No. 23CV045797

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