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FILED
Superior Court of California
County of Alameda
05/08/2026
Clad Flake, Executive Officer / Clerk of the Court
By: A. Ampomah Deputy
A. Ampomah

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

CENTER FOR ENVIRONMENTAL HEALTH,

Plaintiff,

v.

MANGO NY, INC., *et al.*,

Defendants.

Lead Case No. 25CV112558

[Consolidated with Case No.
25CV114499]

~~PROPOSED~~ CONSENT
JUDGMENT AS TO REVELYST,
INC. AND REVELYST SALES LLC

This Document Relates To:

CENTER FOR ENVIRONMENTAL HEALTH, a
non-profit corporation,

Plaintiff,

v.

ACUSHNET COMPANY, *et al.*,

Defendants.

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”), on the one hand, and Revelyst, Inc. and Revelyst
4 Sales LLC (together, “Settling Defendants”), on the other hand. CEH and Settling Defendants are
5 referred to herein together as “the Parties” or singly as a “Party.” The Parties enter into this
6 Consent Judgment to settle certain claims asserted by CEH against Settling Defendants as set
7 forth in the operative complaint in the above-captioned matter (the “Action”). This Consent
8 Judgment addresses chromium exposures from gloves made with leather materials. Leather used
9 to make gloves that is tanned with chromium compounds can under certain circumstances expose
10 consumers to hexavalent chromium (“CrVI”), which is a chemical listed under Proposition 65 as
11 known to the State of California to cause cancer and reproductive toxicity. Nothing in this
12 Consent Judgment constitutes an admission by any Party regarding any issue of law or fact. This
13 Consent Judgment sets forth the agreement and obligations of Settling Defendants and CEH and
14 except as specifically provided below, it constitutes the complete, final, and exclusive agreement
15 among the Parties.

16 1.2 On or about November 26, 2024, CEH provided a 60-day Notice of Violation
17 under California Health & Safety Code Section 25249.5 *et seq.* (“Proposition 65”) to Settling
18 Defendants, the California Attorney General, the District Attorneys of every county in California,
19 and the City Attorneys of every California city with a population greater than 750,000, alleging
20 that Settling Defendants violated Proposition 65 by exposing persons to CrVI from leather gloves
21 without first providing a clear and reasonable Proposition 65 warning.

22 1.3 On March 5, 2025, CEH filed the original Complaint in the above-captioned
23 matter, naming Settling Defendants as defendants, among others.

24 1.4 Settling Defendants are each a business entity and a person in the course of doing
25 business as such term is defined under Proposition 65.

26 1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court
27 has jurisdiction over the allegations of violations contained in the Complaint and personal
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1 jurisdiction over Settling Defendants as to the acts alleged in the Complaint, that venue is proper
2 in the County of Alameda, and that this Court has jurisdiction to enter and enforce this Consent
3 Judgment as further set forth herein as a full and final resolution of all claims which were or
4 could have been raised in the Complaint based on the facts alleged therein with respect to leather
5 gloves sold by Settling Defendants.

6 1.6 Nothing in this Consent Judgment is or shall be construed as an admission by the
7 Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with
8 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
9 conclusion of law, issue of law, or violation of law. By execution of this Consent Judgment and
10 agreeing to provide the relief and remedies specified herein, Settling Defendants do not admit any
11 violations of Proposition 65 or any other law or legal duty. Settling Defendants expressly deny
12 any liability for any of the claims asserted and the facts alleged in the Complaint and the CEH 60-
13 Day Notice of Violation. Nothing in this Consent Judgment shall prejudice, waive, or impair any
14 right, remedy, argument, or defense the Parties may have in any other pending or future legal
15 proceedings. This Consent Judgment is the product of negotiation and compromise and is
16 accepted by the Parties solely for purposes of settling, compromising, and resolving issues
17 disputed in this Action.

18 **2. DEFINITIONS**

19 2.1 “Chrome-Tanned Leather” means that the hide or skin used to make the leather
20 was converted to leather either by treatment solely with chromium salts or with chromium salts
21 together with a small amount of some other tanning agent, used merely to assist the chromium
22 tanning process, and not in sufficient amount to alter the essential chromium-tanned character of
23 the leather that is tanned with chromium compounds.

24 2.2 “Covered Products” means gloves for which normal and foreseeable use will
25 result in one or more leather components coming into direct contact with the skin of the average
26 user’s hand while the glove is worn (*e.g.*, an unlined glove, or one that is lined with leather).

1 2.3 “Effective Date” means the date on which this Consent Judgment is entered by the
2 Court.

3 **3. INJUNCTIVE RELIEF**

4 3.1 **Reformulation/Cessation of Sales.** After the Effective Date, Settling
5 Defendants shall not sell or offer for sale any Covered Products that are made with leather
6 components that come into direct contact with the skin of the average user’s hand while the glove
7 is worn that are Chrome-Tanned Leather and that will be sold or offered for sale by Settling
8 Defendants or any entity downstream of Settling Defendants in California. This prohibition shall
9 not apply to synthetic, fake, faux, or other leather materials that are not derived from animals.

10 3.2 **Notice to Tanneries and Suppliers.** Settling Defendants represent and warrant
11 that they stopped selling or offering for sale Covered Products made with Chrome-Tanned
12 Leather in California as of June 2025, and have no intention of reintroducing Covered Products
13 made with Chrome-Tanned Leather into the California market. Accordingly, Settling Defendants
14 need not provide any notice to their tanneries or suppliers of Covered Products instructing them
15 that all Covered Products shall be made without using Chrome-Tanned Leather or with non-
16 leather materials.

17 **4. ENFORCEMENT**

18 4.1 **Enforcement Procedures.** CEH may, by new action, motion, or application for
19 an order to show cause before the Superior Court of the County of Alameda, enforce the terms
20 and conditions contained in this Consent Judgment. Prior to bringing any action, motion, or
21 application to enforce the requirements of Section 3 above, CEH shall provide Settling
22 Defendants with a Notice of Violation setting forth the basis for the alleged violation. The Parties
23 shall then meet and confer during the thirty (30) day period following the date the Notice of
24 Violation was sent in an effort to try to reach agreement on an appropriate cure, penalty, or
25 attorneys’ fees related to the alleged violation. After such thirty (30) day period, CEH may seek
26 to enforce the terms and conditions contained in this Consent Judgment. In any enforcement
27 proceeding, the Court shall not be limited by this Consent Judgment in fashioning remedies for
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1 failure to comply with Proposition 65, and may order compliance with Proposition 65 by
2 reformulation, warnings, or any other method it finds compliant with the law.

3 **5. PAYMENTS**

4 **5.1 Payments by Settling Defendants.** On or before ten (10) business days after
5 notice of entry of this Consent Judgment and receipt of Forms W-9 for all payees, Settling
6 Defendants shall collectively pay the total sum of \$65,000 as a settlement payment as further set
7 forth in this Section.

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

17 **5.2.1** Settling Defendants shall collectively pay \$8,368 as a civil penalty
18 pursuant to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned
19 in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of
20 California's Office of Environmental Health Hazard Assessment ("OEHHA")). Accordingly,
21 Settling Defendants shall collectively pay the OEHHA portion of the civil penalty payment for
22 \$6,276 by check made payable to OEHHA and associated with taxpayer identification number
23 68-0284486. This payment shall be delivered as follows:

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

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

4 5.2.2 Settling Defendants shall pay the CEH portion of the civil penalty payment
5 for \$2,092 by check made payable to the Center for Environmental Health and associated with
6 taxpayer identification number 94-3251981. This payment shall be delivered to Lexington Law
7 Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

8 5.2.3 Settling Defendants shall collectively pay \$6,272 as an Additional
9 Settlement Payment (“ASP”) to CEH pursuant to Health & Safety Code § 25249.7(b), and
10 California Code of Regulations, Title 11, § 3204. CEH will use these funds to support CEH
11 programs and activities that seek to educate the public about toxic chemicals, including hormone
12 disruptors such as CrVI, work with industries interested in moving toward safer alternatives,
13 advocate with government, businesses, and communities for business practices that are safe for
14 human health and the environment, and thereby reduce the public health impacts and risks of
15 exposure to CrVI and other toxic chemicals in consumer products sold in California. CEH shall
16 obtain and maintain adequate records to document that ASPs are spent on these activities and
17 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any
18 request from the Attorney General. The payments pursuant to this Section shall be made payable
19 to the Center for Environmental Health and associated with taxpayer identification number 94-
20 3251981. These payments shall be delivered to Lexington Law Group, LLP, 503 Divisadero
21 Street, San Francisco, CA 94117.

22 5.2.4 Settling Defendants shall collectively pay \$50,360 as a reimbursement of a
23 portion of CEH’s reasonable attorneys’ fees and costs (including but not limited to expert and
24 investigative costs). The attorneys’ fees and cost reimbursement shall be made in two separate
25 checks as follows: (a) \$41,040 payable to the Lexington Law Group, LLP and associated with
26 taxpayer identification number 88-4399775; and (b) \$9,320 payable to the Center For
27 Environmental Health and associated with taxpayer identification number 94-3251981. Both of
28

1 these payments shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San
2 Francisco, CA 94117.

3 5.2.5 To summarize, Settling Defendants shall collectively deliver checks made
4 out to the payees and in the amounts set forth below:

5

6 Payee	Type	Amount	Deliver To
7 OEHHA	Penalty	\$ 6,276	OEHHA per § 5.2.1
8 Center for Environmental Health	Penalty	\$ 2,092	LLG
9 Center for Environmental Health	ASP	\$ 6,272	LLG
10 Center for Environmental Health	Fees and Costs	\$ 9,320	LLG
11 Lexington Law Group, LLP	Fees and Costs	\$ 41,040	LLG

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13 **6. MODIFICATION OF CONSENT JUDGMENT**

14 6.1 **Modification.** This Consent Judgment may be modified from time to time by
15 express written agreement of the Parties, with the approval of the Court, or by an order of this
16 Court upon motion and in accordance with law.

17 6.2 **Termination of Injunctive Relief.**

18 6.2.1 If, after the Effective Date, a court enters judgment in the Action or another
19 Proposition 65 enforcement action brought by CEH over exposure to CrVI in leather gloves that
20 denies a request for injunctive relief on the grounds that (a) CEH has not shown an exposure to
21 CrVI from Chrome-Tanned Leather, or (b) the defendant has demonstrated that any exposure to
22 CrVI from Chrome-Tanned Leather is exempt from the Proposition 65 warning requirement
23 under Health & Safety Code § 25249.10(c), Settling Defendants may seek to terminate the
24 injunctive relief in Section 3 of this Consent Judgment as to the Settling Defendants.

25 6.2.2 Commencing on the fifth (5th) anniversary of the Effective Date, Settling
26 Defendants may seek to terminate the injunctive relief in Section 3 of this Consent Judgment as to

1 the Settling Defendants. Upon any such termination, the provisions of Section 7.3 shall no longer
2 apply to the Settling Defendants.

3 **6.3 Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
4 shall attempt in good faith to meet and confer with the other Party prior to filing a motion to
5 modify the Consent Judgment.

6 **7. CLAIMS COVERED AND RELEASE**

7 7.1 The Parties enter into this Consent Judgment as a full and final settlement of all
8 claims arising under Proposition 65 relating to alleged exposure to CrVI from Covered Products,
9 and as to all claims pursuant to Health and Safety Code §25249.7(d) that were raised or could
10 have been raised in the CEH 60-Day Notice or Complaint, arising from the failure to warn under
11 Proposition 65 regarding the presence of CrVI in Covered Products.

12 7.2 Provided that Settling Defendants have complied with Section 5 hereof, this
13 Consent Judgment is a full, final, and binding resolution between CEH on behalf of itself and the
14 public interest and Settling Defendants and their parents, subsidiaries, affiliated entities that are
15 under common ownership, directors, officers, employees, agents, shareholders, predecessors,
16 successors, assigns, and attorneys (“Defendant Releasees”), and all entities to which Settling
17 Defendants directly or indirectly distribute or sell Covered Products, including but not limited to
18 distributors, wholesalers, customers, retailers, franchisees, licensors, and licensees (“Downstream
19 Defendant Releasees”), of any violation of Proposition 65 based on failure to warn about alleged
20 exposure to CrVI contained in Covered Products that were manufactured, distributed, sold, or
21 offered for sale by Settling Defendants prior to the Effective Date.

22 7.3 Provided that Settling Defendants have complied with Section 5 hereof, CEH, for
23 itself and its agents, successors, and assigns, releases, waives, and forever discharges any and all
24 claims against Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees
25 arising from any violation of Proposition 65 or any other statutory or common law claims that
26 have been or could have been asserted by CEH individually regarding the failure to warn about
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1 exposure to CrVI arising in connection with Covered Products manufactured, distributed, sold, or
2 offered for sale by Settling Defendants prior to the Effective Date.

3 7.4 Provided that Settling Defendants have complied with Section 5 hereof,
4 compliance with the terms of this Consent Judgment by Settling Defendants shall constitute
5 compliance with Proposition 65 by Settling Defendants, Defendant Releasees, and Downstream
6 Defendant Releasees with respect to any alleged failure to warn about CrVI in Covered Products
7 manufactured, distributed, sold, or offered for sale by Settling Defendants after the Effective
8 Date.

9 **8. PROVISION OF NOTICE**

10 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
11 notice shall be sent by first class and electronic mail to:

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

17 8.2 When Settling Defendants are entitled to receive any notice under this Consent
18 Judgment, the notice shall be sent by first class and electronic mail to:

19 Terence N. Hawley
20 Reed Smith LLP
21 101 Second Street, Suite 1800
22 San Francisco, CA 94105-3659
23 THawley@ReedSmith.com

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

26 **9. COURT APPROVAL**

27 9.1 This Consent Judgment shall become effective when approved by the Court. CEH
28 shall also prepare and file a Motion for Approval of this Consent Judgment and Settling
Defendants 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 Defendants prevail on any such motion, application for an order to show cause, or other
12 proceeding, Settling Defendants may be awarded their reasonable attorneys' fees and costs as a
13 result of such motion or application upon a finding by the Court that CEH's prosecution of the
14 motion or application lacked substantial justification.

15 11.2 Nothing in this Section 11 shall preclude a Party from seeking an award of
16 sanctions pursuant to law.

17 **12. ENTIRE AGREEMENT**

18 12.1 This Consent Judgment contains the sole and entire agreement and understanding
19 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
20 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
21 and therein. There are no warranties, representations, or other agreements between the Parties
22 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
23 other than those specifically referred to in this Consent Judgment have been made by any Party
24 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
25 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
26 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
27 Parties hereto only to the extent that they are expressly incorporated herein. No waiver of any of
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1 the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the
2 other provisions hereof whether or not similar, nor shall such waiver constitute a continuing
3 waiver.

4 **13. RETENTION OF JURISDICTION**

5 13.1 This Court shall retain jurisdiction over this matter to implement or modify the
6 Consent Judgment.

7 **14. SUCCESSORS AND ASSIGNS.**

8 14.1 This Consent Judgment shall apply to and be binding upon CEH and Settling
9 Defendants, and their respective divisions, subdivisions, and subsidiaries, and the successors or
10 assigns of any of them.

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

12 15.1 Each signatory to this Consent Judgment certifies that they are fully authorized by
13 the Party they represent to stipulate to this Consent Judgment and to enter into and execute the
14 Consent Judgment on behalf of the Party represented and to legally bind that Party.

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

16 16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
17 against an entity that is not a Settling Defendant on terms that are different from those contained
18 in this Consent Judgment.

19 **17. EXECUTION IN COUNTERPARTS**

20 17.1 The stipulations to this Consent Judgment may be executed in counterparts and by
21 means of facsimile or portable document format (pdf), which taken together shall be deemed to
22 constitute one document.

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IT IS SO STIPULATED:

Dated: January 12 2026, 2025

CENTER FOR ENVIRONMENTAL HEALTH



Signature

Kizzy Charles-Guzman

Printed Name

Chief Executive Officer

Title

Dated: 11/12/2025, 2025

REVELYST, INC.

Signed by:

89DABE49F4744FF...

Signature

Yun Jung Choi

Printed Name

General Counsel & Secretary, Revelyst

Title

Dated: 11/12/2025, 2025

REVELYST SALES LLC

Signed by:

89DABE49F4744FF...

Signature

Yun Jung Choi

Printed Name

General Counsel & Secretary, Revelyst

Title

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IT IS SO ORDERED:

Dated: 05/08/2026



Judge of the Superior Court of California

Ruben Sundeen / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 05/08/2026 Chad Finke, Executive Officer / Clerk of the Court
PLAINTIFF/PETITIONER: Center for Environmental Health et al	By: <u>A. Ampousah</u> Deputy A. Ampousah
DEFENDANT/RESPONDENT: MANGO NY, INC. et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 25CV112558

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 Pursuant to Stipulation 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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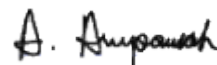
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Chad Finke, Executive Officer / Clerk of the Court

Dated: 05/08/2026

By:



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SHORT TITLE: CENTER FOR ENVIRONMENTAL HEALTH
vs MANGO NY, INC., et al.

CASE NUMBER: 25CV112558

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