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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,
a non-profit corporation,

Plaintiff,

v.

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

Defendants.

Case No. 25CV112558

ASSIGNED FOR ALL PURPOSES TO:
The Hon. Jenna Whitman, Dept. 25

~~PROPOSED~~ CONSENT JUDGMENT

1 1.1 The Parties to this Consent Judgment are the Center for Environmental Health, a
2 California non-profit corporation (“CEH”), on the one hand, and Sergio Rossi S.p.A. and Sergio
3 Rossi USA Inc. (“Settling Defendants”), on the other hand. CEH and Settling Defendants are
4 referred to herein together as the “Parties” or individually as a “Party.” The Parties enter into this
5 Consent Judgment to settle all claims asserted by CEH against Settling Defendants as set forth in
6 the operative complaint in the above-captioned matter. This Consent Judgment addresses alleged
7 hexavalent chromium (“CrVI”) exposures from footwear made with leather materials. CEH
8 asserts that leather used to make such footwear that is tanned with chromium compounds can
9 under certain circumstances expose consumers to CrVI, which is a chemical listed under
10 Proposition 65 as known to the State of California to cause cancer and reproductive toxicity.

11 1.2 On February 14, 2025, CEH provided a 60-day Notice of Violation under
12 California Health & Safety Code section 25249.5 *et seq.* (“Proposition 65”) to Settling
13 Defendants, the California Attorney General, the District Attorneys of every county in California,
14 and the City Attorneys of every California city with a population greater than 750,000, alleging
15 that Settling Defendants violated Proposition 65 by exposing persons to CrVI from leather
16 footwear without first providing a clear and reasonable Proposition 65 warning.

17 1.3 On February 20, 2025, CEH filed the original Complaint in the above-captioned
18 matter. On March 6, 2025, CEH filed the operative First Amended Complaint (the “Complaint”).
19 On May 30, 2025, CEH amended the Complaint to name Settling Defendants as defendants in
20 this action.

21 1.4 Settling Defendants are each a corporation and a “person in the course of doing
22 business” as such term is defined under Proposition 65.

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

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

11 **2. DEFINITIONS**

12 2.1 “Chrome-Tanned Leather” means that the hide or skin used to make the leather
13 was converted to leather either by treatment solely with chromium salts or with chromium salts
14 together with a small amount of some other tanning agent, used merely to assist the chromium
15 tanning process, and not in sufficient amount to alter the essential chromium tanned character of
16 the leather that is tanned with chromium compounds.

17 2.2 “Covered Products” means footwear for which normal and foreseeable use will
18 result in one or more Chrome-Tanned Leather components coming into direct contact with the
19 skin of the average user’s foot or leg while the footwear is worn (*e.g.*, a Chrome-Tanned Leather
20 insole, tongue, liner, unlined upper, or strap).

21 2.3 “Effective Date” means the date on which this Consent Judgment is entered by the
22 Court.

23 2.4 A “Protocol Tannery” is a leather tannery that (a) produces Chrome-Tanned
24 Leather pursuant to the Reformulation Protocol, or (b) provides a certification demonstrating that
25 the tannery has achieved certification with overall Gold rating under the Leather Working Group
26 (LWG) Audit Protocol P7.2.2 (or any subsequent higher version that is in force at the time of
27 certification), or has attained a Gold medal rating in the section “Restricted Substances,
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1 Compliance & Chromium VI Management” (or any subsequent section or sections regarding
2 CrVI management).

3 2.5 “Reformulation Protocol” means the leather tanning protocol set forth on Exhibit
4 A.

5 2.6 “Skin Contact Component” means a Chrome-Tanned Leather component that
6 comes into direct contact with the skin of the average user’s hands while the Covered Product is
7 being worn.

8 **3. FACTUAL BACKGROUND**

9 3.1 Chromium exists in different valence states. One of those states is CrVI and
10 another is trivalent chromium, which is also known as CrIII. Neither elemental chromium nor
11 CrIII is a listed chemical under Proposition 65.

12 3.2 Chromium tanning is a process of preserving hides that uses CrIII compounds.
13 CrVI is not intentionally added to leather in the tanning process.

14 3.3 The valence state of chromium is unstable in nature. For example, CrIII will under
15 certain environmental conditions oxidize into CrVI. Likewise, CrVI will under certain
16 environmental conditions reduce into CrIII.

17 3.4 The process by which CrIII turns into CrVI is called oxidation. Certain chemicals
18 called antioxidants prevent or inhibit the oxidation process of chromium. Antioxidants can thus
19 prevent the formation of CrVI in or on the surface of the leather.

20 3.5 Environmental conditions that affect the oxidation and reduction of chromium
21 between CrIII and CrVI include temperature, humidity, and pH.


22 3.6 The Reformulation Protocol comprises steps to minimize the potential introduction
23 of CrVI to leather during the tanning process for Chrome-Tanned Leather and to use antioxidants
24 that are baked into the hides during the tanning process. If a Protocol Tannery follows the
25 Reformulation Protocol, the antioxidants will prevent or inhibit the oxidation process such that
26 there will not likely be detectable CrVI on the surface of the leather.

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1 **4. INJUNCTIVE RELIEF**

2 4.1 **Reformulation.** No later than 90 days after the Effective Date, Settling
3 Defendants shall not purchase, import, or manufacture any Covered Product that will be sold or
4 offered for sale by a Settling Defendant or any entity downstream of a Settling Defendant in
5 California with Skin Contact Components that are made from Chrome-Tanned Leather unless the
6 leather was produced pursuant to the Reformulation Protocol by a Protocol Tannery, except as
7 provided in Section 4.2. No later than 180 days after the Effective Date, Settling Defendants shall
8 not distribute, ship, or sell any Covered Product that will be sold by a Settling Defendant or any
9 entity downstream of a Settling Defendant in California with Skin Contact Components that are
10 made from Chrome-Tanned Leather unless the leather was produced pursuant to the
11 Reformulation Protocol by a Protocol Tannery, except as provided in Section 4.2.

12 4.2 **Clear and Reasonable Warnings.** As an alternative to product reformulation as
13 set forth in Section 4.1, a Covered Product purchased, imported, manufactured, or sold by a
14 Settling Defendant after the dates set forth in Section 4.1 with Skin Contact Components that are
15 made from Chrome-Tanned Leather may be sold or offered for sale in California with a Clear and
16 Reasonable Warning that complies with the provisions of this Section 4.2 and Title 27 California
17 Code of Regulations section 25601, *et seq.* A Clear and Reasonable Warning may only be
18 provided for Covered Products that Settling Defendants reasonably believe to contain CrVI. A
19 Clear and Reasonable Warning under this Consent Judgment shall state:

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

25 *Or* either of the following short-form warnings, provided they remain explicit
26 safe-harbor warning messages allowed pursuant to Title 27, California Code
27 of Regulations, section 25603:

28  **WARNING:** Risk of cancer and reproductive harm from exposure to
chromium (hexavalent compounds). See www.P65Warnings.ca.gov.



WARNING: Can expose you to chromium (hexavalent compounds), a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.

The word “**WARNING**” shall be displayed in all capital letters and bold print and shall be preceded by the yellow warning triangle symbol depicted above, provided however, the symbol may be printed in black and white if the Covered Product label is produced without using the color yellow. The words “**CA WARNING**” or “**CALIFORNIA WARNING**” may be used instead of the word “**WARNING.**” This warning statement shall be prominently displayed on the outer packaging (such as the shoe box) or tag of the Covered Product and shall be displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be seen, read, and understood by an ordinary individual prior to sale. The warning may be applied to the product by a sticker or other adhesive. Where a sign or label used to provide a warning includes consumer information about a product in a language other than English, the warning shall also be provided in that language in addition to English.

4.2.1 For online and catalog sales, Settling Defendants shall (i) ensure that Clear and Reasonable Warnings under Section 4.2 are provided for Covered Products that each Settling Defendant sells online directly to consumers in California, and (ii) provide the warning language required in Section 4.2 to any customers whom they know or have reason to believe are offering Settling Defendants’ Covered Products for which a warning is required for sale online or through catalogs to consumers in California. For online, catalog, or any other sale where the consumer is not physically present, the warning statement shall be displayed in such a manner that it is likely to be read and understood by an ordinary individual prior to the authorization of or actual payment. Where a web page or catalog page for the Covered Product is used to provide a warning includes consumer information about a product in a language other than English, the warning shall also be provided in that language in addition to English.

4.2.2 In lieu of the preceding warning content and methods set forth above, a Settling Defendant may use any specific safe harbor warning content and method applicable to the Covered Products set forth in Title 27, California Code of Regulations, section 25600, *et seq.*, as amended August 30, 2018, January 1, 2025, and subsequently thereafter.

1 4.3 The “clear and reasonable” warning requirements in Section 4.2 do not apply to
2 Covered Products that were manufactured, imported, distributed, or sold within 180 days of the
3 Effective Date, and such Covered Products are subject to the releases in Section 8.

4 4.4 **Reformulation Notice.** At least thirty (30) days before a Settling Defendant sells
5 any Covered Product with Skin Contact Components that are made from Chrome-Tanned Leather
6 that will be reformulated under Section 4.1 and sold or offered for sale in California without a
7 Clear and Reasonable Warning under Section 4.2, that Settling Defendant shall serve on CEH a
8 written report notifying CEH of its intent to sell such reformulated Covered Products and
9 identifying the specific Covered Products that have been or will be reformulated by name,
10 product code number, SKU, and any other identifier.

11 **5. ENFORCEMENT**

12 5.1 **Enforcement Procedures.** Any Party or any of the public entities identified in
13 Health & Safety Code section 25249.7(c) (collectively, “Enforcers”) may, by motion or
14 application for an order to show cause before this Court, seek to enforce the terms of this Consent
15 Judgment. Prior to filing any such motion or application to enforce the requirements of Section 4
16 above, the Enforcer(s) shall provide the allegedly violating Party with a Notice of Violation
17 setting forth the detailed factual and legal basis for the alleged violation. The Enforcer(s) and the
18 allegedly violating Party shall then meet and confer during the thirty (30) day period following
19 the date the Notice of Violation was sent in an effort to try to reach agreement on an appropriate
20 cure, penalty, or related attorneys’ fees related to the alleged violation. After such thirty (30) day
21 period, the Enforcer(s) may, by motion or application for an order to show cause before the
22 Superior Court of Alameda, seek to enforce the terms and conditions contained in this Consent
23 Judgment. Nothing in this Section 5.1 shall impact the Court’s authority in an enforcement
24 proceeding to impose appropriate remedies permitted under Health & Safety Code section
25 25249.6, including the provision of a clear and reasonable warning.

26 **6. PAYMENTS**

27 6.1 **Payments by Settling Defendants.** Settling Defendants shall pay the total sum of
28 \$80,000 as a settlement payment as further set forth in this Section according to the following

1 installment schedule:

- 2 (a) \$16,000 on or before ten (10) business days after either the Court or CEH serves
3 Settling Defendants with notice of entry of an order approving this Consent
4 Judgment (the “Initial Payment Date”);
5 (b) \$16,000 within one (1) month after the Initial Payment Date;
6 (c) \$16,000 within two (2) months after the Initial Payment Date;
7 (d) \$16,000 within three (3) months after the Initial Payment Date; and
8 (e) \$16,000 within four (4) months after the Initial Payment Date.

9 **6.2 Allocation of Payments.** The total settlement amount shall be paid in the amounts
10 specified below and delivered as set forth below. Any failure by Settling Defendants to comply
11 with the payment terms herein shall be subject to a stipulated late fee to be paid by Settling
12 Defendants in the amount of \$100 for each day the full payment is not received after the
13 applicable payment due date set forth in Section 6.1. The late fees required under this Section
14 shall be recoverable, together with reasonable attorneys’ fees, in an enforcement proceeding
15 brought pursuant to Section 5 of this Consent Judgment. The funds paid by Settling Defendants
16 shall be allocated as set forth below between the following categories and made payable as
17 follows:

18 **6.2.1** Settling Defendants shall pay a total of \$15,910 as a civil penalty pursuant
19 to Health & Safety Code §25249.7(b), made in five installments of \$3,182 each. Each civil
20 penalty payment shall be apportioned in accordance with Health & Safety Code §25249.12 (*i.e.*,
21 25% to CEH and 75% to the State of California’s Office of Environmental Health Hazard
22 Assessment (“OEHHA”). Accordingly, Settling Defendants shall pay a total of \$11,932.50 as
23 the OEHHA portion of the civil penalty payment, made in five installments of \$2,386.50 each.
24 Each of the OEHHA penalty payments shall be remitted by check made payable to OEHHA and
25 associated with taxpayer identification number 68-0284486. Each of the OEHHA penalty
26 payments shall be delivered as follows:

27 For United States Postal Service Delivery:
28 Attn: Mike Gyurics
Fiscal Operations Branch Chief

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Office of Environmental Health Hazard Assessment
P.O. Box 4010, MS #19B
Sacramento, CA 95812-4010

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

6.2.2 Settling Defendants shall pay a total of \$3,977.50 as the CEH portion of the civil penalty payment, made in five installments of \$795.50 each. Each of the CEH penalty payments shall be remitted by check made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. Each of the CEH penalty payments shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

6.2.3 Settling Defendants shall pay a total of \$11,932 as an Additional Settlement Payment (“ASP”) to CEH pursuant to Health & Safety Code §25249.7(b), and California Code of Regulations, Title 11, §3204, made in five installments of \$2,386.40 each. CEH will use these funds to support CEH programs and activities 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. Each of the ASP payments pursuant to this Section shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. Each of these ASP payments shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

1 6.2.4 Settling Defendants shall pay a total of \$52,158 as a reimbursement of a
 2 portion of CEH’s reasonable attorneys’ fees and costs (including but not limited to expert and
 3 investigative costs), made in five installments of \$10,431.60 each. Of the total fee and cost
 4 amount, Settling Defendants shall pay \$42,682.96 to Lexington Law Group, LLP and \$9,475.04
 5 to CEH, made in five installments of \$8,536.59 each to Lexington Law Group, LLP and
 6 \$1,895.01 each to CEH. Each of the Lexington Law Group fee and cost payments shall be
 7 remitted by check made payable to the Lexington Law Group, LLP and associated with taxpayer
 8 identification number 88-4399775. Each of the CEH fee and cost payments shall be remitted by
 9 check made payable to the Center for Environmental Health and associated with taxpayer
 10 identification number 94-3251981. All of these fee and cost payments shall be delivered to
 11 Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

12 6.2.4 To summarize, by each of the dates specified in Section 6.1(a)-(e), Settling
 13 Defendants shall deliver checks made out to the payees and in the amounts set forth below:

14 Payee	Type	Amount	Deliver To
15 OEHHA	Penalty	\$ 2,386.50	OEHHA per §6.2.1
16 Center for Environmental Health	Penalty	\$ 795.50	LLG
17 Center for Environmental Health	ASP	\$ 2,386.40	LLG
18 Center for Environmental Health	Fees and Costs	\$ 1,895.01	LLG
19 Lexington Law Group, LLP	Fees and Costs	\$ 8,536.59	LLG

21 **7. MODIFICATION OF CONSENT JUDGMENT**

22 7.1 **Modification.** This Consent Judgment may be modified from time to time by
 23 express written agreement of the Parties, with the approval of the Court, or by an order of this
 24 Court upon motion and in accordance with law.

25 7.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
 26 shall attempt in good faith to meet and confer with the other Party for a period of at least thirty
 27 (30) days prior to filing a motion to modify the Consent Judgment.
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1 **8. CLAIMS COVERED AND RELEASE**

2 8.1 The Parties enter into this Consent Judgment as a full and final settlement of all
3 claims arising under Proposition 65 relating to alleged exposure to CrVI from footwear made
4 with Chrome-Tanned Leather components (“Released Products”), and as to all claims pursuant to
5 Health and Safety Code §25249.7(d) that were raised in the CEH 60-Day Notice or Complaint,
6 arising from the failure to warn under Proposition 65 regarding the presence of CrVI in such
7 Released Products. Provided that Settling Defendants have complied with Section 6 hereof, this
8 Consent Judgment is a full, final, and binding resolution between CEH on behalf of itself and the
9 public interest and Settling Defendants and each entity’s parents, subsidiaries, affiliated entities
10 that are under common ownership, directors, officers, employees, agents, shareholders,
11 successors, assigns, and attorneys (“Defendant Releasees”), and all entities to which Settling
12 Defendants directly or indirectly distribute or sell Released Products, including but not limited to
13 distributors, wholesalers, customers, retailers, franchisees, licensors, and licensees (“Downstream
14 Defendant Releasees”), of any violation of Proposition 65 based on failure to warn about alleged
15 exposure to CrVI contained in Released Products manufactured, imported, distributed, sold, or
16 offered for sale by a Settling Defendant prior to the Effective Date.

17 8.2 Provided that Settling Defendants have complied with Section 6 hereof, CEH, for
18 itself, its agents, attorneys, successors, and assigns, releases, waives, and forever discharges any
19 and all claims against Settling Defendants, Defendant Releasees, and Downstream Defendant
20 Releasees arising from any violation of Proposition 65 or any other statutory or common law
21 claims that have been or could have been asserted by CEH individually regarding the failure to
22 warn about exposure to CrVI arising in connection with Released Products manufactured,
23 imported, distributed, sold, or offered for sale by a Settling Defendant prior to the Effective Date.
24 Such release shall also be effective as a full and final accord and satisfaction, as a bar to all
25 actions, causes of action, obligations, costs, expenses, attorneys’ fees, damages, losses, claims,
26 liabilities and demands of CEH individually of any nature, character, or kind, whether known or
27 unknown, suspected or unsuspected, arising out of the alleged failure to warn about exposure to
28 CrVI arising in connection with Released Products manufactured, imported, distributed, sold, or

1 offered for sale by a Settling Defendant prior to the Effective Date (“Released Claims”). With
2 respect to the Released Claims, CEH hereby specifically waives any and all rights and benefits
3 which it now has, or in the future may have, conferred by virtue of the provisions of Section 1542
4 of the California Civil Code, which provides as follows:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
6 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
7 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
8 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
9 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
10 DEBTOR OR RELEASED PARTY.

11 CEH and Settling Defendants each acknowledge and understand the significance and
12 consequences of this specific waiver under Section 1542 of the California Civil Code.

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

18 9. PROVISION OF NOTICE

19 9.1 When CEH is entitled to receive any notice under this Consent Judgment, the
20 notice shall be sent by first class and electronic mail to:

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

26 9.2 When a Settling Defendant is entitled to receive any notice under this Consent
27 Judgment, the notice shall be sent by first class and electronic mail to:

28 Gregory S. Berlin
Samantha Burdick
Alston & Bird LLP

1 350 South Grand Avenue, 51st Floor
2 Los Angeles, CA 90071
3 greg.berlin@alston.com
4 sam.burdick@alston.com

5 9.3 Any Party may modify the person and address to whom the notice is to be sent by
6 sending the other Party notice by first class or electronic mail.

7 **10. COURT APPROVAL**

8 10.1 This Consent Judgment shall become effective when approved by the Court. CEH
9 shall prepare and file a Motion for Approval of this Consent Judgment. Settling Defendants shall
10 support approval of such Motion, excluding CEH's request for a reimbursement of attorneys' fees
11 and costs.

12 10.2 If this Consent Judgment is not entered by the Court, it shall be of no further force
13 or effect and shall not be introduced into evidence or otherwise used in any proceeding for any
14 purpose.

15 **11. GOVERNING LAW AND CONSTRUCTION**

16 11.1 The terms of this Consent Judgment shall be governed by the laws of the State of
17 California.

18 **12. ATTORNEYS' FEES**

19 12.1 Should CEH prevail on any motion, application for an order to show cause, or
20 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
21 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should a
22 Settling Defendant prevail on any such motion, application for an order to show cause, or other
23 proceeding, that Settling Defendant shall be awarded its reasonable attorneys' fees and costs as a
24 result of such motion or application upon a finding by the Court that CEH's prosecution of the
25 motion or application lacked substantial justification.

26 12.2 Nothing in this Section 12 shall preclude a Party from seeking an award of
27 sanctions pursuant to law.
28

1 **13. ENTIRE AGREEMENT**

2 13.1 This Consent Judgment contains the sole and entire agreement and understanding
3 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
4 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
5 and therein. There are no warranties, representations, or other agreements between the Parties
6 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
7 other than those specifically referred to in this Consent Judgment have been made by any Party
8 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
9 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
10 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
11 Parties hereto only to the extent that they are expressly incorporated herein. No waiver of any of
12 the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the
13 other provisions hereof whether or not similar, nor shall such waiver constitute a continuing
14 waiver.

15 **14. RETENTION OF JURISDICTION**

16 14.1 This Court shall retain jurisdiction over this matter to implement or modify the
17 Consent Judgment.

18 **15. SUCCESSORS AND ASSIGNS**

19 15.1 This Consent Judgment shall apply to and be binding upon CEH and Settling
20 Defendants, and their respective divisions, subdivisions, and subsidiaries, and the successors or
21 assigns of any of them.

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

23 16.1 Each signatory to this Consent Judgment certifies that they are fully authorized by
24 the Party they represent to stipulate to this Consent Judgment and to enter into and execute the
25 Consent Judgment on behalf of the Party represented and to legally bind that Party.

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

2 17.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
3 against an entity that is not a Settling Defendant on terms that are different from those contained
4 in this Consent Judgment.

5 **18. EXECUTION IN COUNTERPARTS**

6 18.1 The stipulations to this Consent Judgment may be executed in counterparts and by
7 means of facsimile or portable document format (pdf), which taken together shall be deemed to
8 constitute one document.

9
10 **IT IS SO ORDERED:**

11 Dated: 05/08/2026




Judge of the Superior Court of California
Ruben Sundeen / Judge

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14 **IT IS SO STIPULATED:**

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16 Dated: November 24, 2025

**CENTER FOR ENVIRONMENTAL
HEALTH**

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Signature

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21 Kizzy Charles-Guzman
Printed Name


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Dated: 15 December, 2025

SERGIO ROSSI S.P.A.



Signature

Sebastiano Carta

Printed Name

Legal representative

Title

Dated: 15 December, 2025

SERGIO ROSSI USA INC.



Signature

Sebastiano Carta

Printed Name

Director

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EXHIBIT A

Reformulation Protocol 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 and glove products sold in California. Settling Defendants shall be required to comply with the terms of the Protocol prior to manufacturing or processing leather footwear/gloves 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 levels¹ 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”)² (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.

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

² 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 (KMnO₄) 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.

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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