

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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.

Lead Case No. 25CV112558

[Consolidated with Case No.  
25CV114499]

~~PROPOSED~~ CONSENT JUDGMENT

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”), and each of the Defendants listed on Exhibit A  
4 (“Settling Defendants”). CEH and each Settling Defendant are referred to herein together as the  
5 “Parties” or singly as a “Party.”

6           1.2     The Parties enter into this Consent Judgment without a trial. Nothing in this  
7 Consent Judgment constitutes an admission by any Party regarding any issue of law or fact. This  
8 Consent Judgment sets forth the agreement and obligations of Settling Defendants and CEH and,  
9 except as specifically provided below, it constitutes the complete, final, and exclusive agreement  
10 among the Parties and supersedes any prior agreements among the Parties.

11       **2.     PROCEDURAL BACKGROUND, JURISDICTION, AND PURPOSE**

12           2.1     Commencing on February 14, 2025, CEH issued a series of 60-Day Notices of  
13 Violation under Health & Safety Code §25249.5 *et seq.* (“Proposition 65”) to each of the Settling  
14 Defendants, the California Attorney General, the District Attorneys of every county in California,  
15 and the City Attorneys of every California city with a population greater than 750,000, alleging  
16 that Settling Defendants violated Proposition 65 by exposing persons to CrVI (defined in Section  
17 3.4 below) from footwear made with leather materials without first providing a clear and  
18 reasonable Proposition 65 warning.

19           2.2     On February 20, 2025, CEH filed the original Complaint in the above captioned  
20 matter (hereinafter, the “Action”). On March 6, 2025, CEH filed the operative First Amended  
21 Complaint in the Action (hereinafter, the “Complaint”). Thereafter, CEH added each Settling  
22 Defendant to the Complaint in place of a Doe Defendant.

23           2.3     Each Settling Defendant is a business entity that is also a person in the course of  
24 doing business as such term is defined under Proposition 65.

25           2.4     For purposes of this Consent Judgment only, CEH and each of the Settling  
26 Defendants respectively stipulate that: (a) this Court has jurisdiction over the allegations of  
27 violations contained in the Complaint; (b) this Court has personal jurisdiction over Settling  
28 Defendants as to the acts alleged in those Complaint, (c) venue is proper in Alameda County; and

1 (d) this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all  
2 claims which were or could have been raised in the Complaint based on the facts alleged therein.

3 2.5 Settling Defendants and CEH agree not to challenge or object to entry of this  
4 Consent Judgment by the Court. The Parties agree not to challenge this Court’s jurisdiction to  
5 enforce the terms of this Judgment once it has been entered, and agree that this Court maintains  
6 jurisdiction over this Judgment for that purpose, unless the Consent Judgment is terminated either  
7 in its entirety or as to a particular Settling Defendant.

8 2.6 By execution of this Consent Judgment and agreeing to provide the relief and  
9 remedies specified herein, each of the Settling Defendants do not admit any violations of  
10 Proposition 65 or any other law or legal duty. Each Settling Defendant expressly denies any  
11 liability for any of the claims asserted and the facts alleged in the Complaint and the CEH 60-Day  
12 Notice that relates to the particular Settling Defendant. Nothing in this Consent Judgment is  
13 intended to be an admission of any issue of law or fact. This Consent Judgment is the product of  
14 negotiation and compromise and is accepted by the Parties solely for the purpose of settling,  
15 compromising, and resolving issues disputed in this Action.

### 16 **3. DEFINITIONS**

17 3.1 A “Certified Tannery” is a leather tannery that (a) is certified to produce Chrome-  
18 Tanned Leather pursuant to the Reformulation Protocol and provides a certification substantially  
19 in the form set forth on Exhibit B, or (b) provides a certification demonstrating that the tannery  
20 has achieved certification with overall Gold rating under the Leather Working Group (LWG)  
21 Audit Protocol P7.2.2 (or any subsequent higher version that is in force at the time of  
22 certification), or has attained a Gold medal rating in the section “Restricted Substances,  
23 Compliance & Chromium VI Management” (or any subsequent section or sections regarding  
24 CrVI management) (“LWG Certification”).

25 3.2 “Chrome-Tanned Leather” means leather, other than Exotic Leather, tanned with  
26 chromium compounds.

27 3.3 “Covered Products” means footwear for which normal and foreseeable use will  
28 result in one or more Chrome-Tanned Leather components coming into direct contact with the

1 skin of the average user’s foot or leg while the footwear is worn (*e.g.*, a Chrome-Tanned Leather  
2 insole, tongue, liner, unlined upper, or strap).

3 3.4 “CrVI” means chromium (hexavalent compounds), a chemical listed under  
4 Proposition 65 as a known carcinogen and reproductive toxicant.

5 3.5 “Effective Date” means the date on which this Consent Judgment is entered by the  
6 Court.

7 3.6 “Exotic Leather” means leather that is made from hides of exotic animals such as  
8 alligators, crocodiles, sharks, lizards, snakes, and ostriches.

9 3.7 “Final Compliance Date” means December 31, 2025.

10 3.8 “Reformulated Leather” means Chrome-Tanned Leather that was produced  
11 pursuant to the Reformulation Protocol by a Certified Tannery.

12 3.9 “Reformulation Protocol” means the leather tanning protocol set forth on Exhibit  
13 C.

14 3.10 “Skin Contact Component” means a Chrome-Tanned Leather component that  
15 comes into direct contact with the skin of the average user’s foot while the Covered Product is  
16 being worn.

17 3.11 “Supplier” means an entity from which a Settling Defendant purchases or acquires  
18 Covered Products or Chrome-Tanned Leather components used to manufacture Covered  
19 Products.

#### 20 **4. FACTUAL BACKGROUND**

21 4.1 Chromium exists in different valence states. One of those states is CrVI and  
22 another is trivalent chromium, which is also known as CrIII. Neither elemental chromium nor  
23 CrIII is a listed chemical under Proposition 65.

24 4.2 Chromium tanning is a process of preserving hides that uses CrIII compounds.  
25 CrVI is not intentionally added to leather in the tanning process.

26 4.3 The valence state of chromium is unstable in nature. For example, CrIII will under  
27 certain environmental conditions oxidize into CrVI. Likewise, CrVI will under certain  
28 environmental conditions reduce into CrIII.

1           4.4     The process by which CrIII turns into CrVI is called oxidation. Certain chemicals  
2 called antioxidants prevent or inhibit the oxidation process of chromium. Antioxidants can thus  
3 prevent the formation of CrVI from CrIII in or on the surface of the leather.

4           4.5     Environmental conditions that affect the oxidation and reduction of chromium  
5 between CrIII and CrVI include temperature, humidity, and pH.

6           4.6     The Reformulation Protocol requires tanneries to take steps to minimize the  
7 potential introduction of CrVI to leather during the tanning process for Chrome-Tanned Leather  
8 and to use antioxidants that are incorporated into the hides during the tanning process. CEH  
9 contends that, if a tannery follows the Reformulation Protocol, the antioxidants will prevent or  
10 inhibit the oxidation process such that there will not likely be detectable CrVI on the surface of  
11 the leather.

## 12     **5.     INJUNCTIVE RELIEF**

### 13           5.1     **Notice to Suppliers.**

14           5.1.1   To the extent any Settling Defendant has not already done so, no more than  
15 sixty (60) days after the Effective Date, each Settling Defendant shall provide notice to each of its  
16 current Suppliers that all Chrome-Tanned Leather used to manufacture Skin Contact Components  
17 of Covered Products manufactured, distributed, or sold by the Settling Defendant must be  
18 Reformulated Leather. The notice shall request that (a) any Supplier of Chrome-Tanned Leather  
19 that is a tannery used to manufacture Skin Contact Components provide to the Settling Defendant  
20 either (i) a certification in the form of Exhibit B, or (ii) an LWG Certification; (b) any Supplier of  
21 Chrome-Tanned Leather or finished product that is not a tannery obtain from its supplier(s) of  
22 Chrome-Tanned Leather used to manufacture Skin Contact Components of Covered Products  
23 either (i) a certification in the form of Exhibit B, or (ii) an LWG Certification; and (c) all  
24 Suppliers retain certifications for Chrome-Tanned Leather for a period of at least five (5) years  
25 and, to the extent not already provided, produce them upon written request of the Settling  
26 Defendant.

27           5.1.2   Prior to or coincident with ordering any Skin Contact Components or  
28 Covered Products from a new Supplier or a Supplier who has not received a notice from the

1 Settling Defendant under Section 5.1.1 within five (5) years of the date of such order, a Settling  
2 Defendant shall provide a notice to such Supplier, consistent with Section 5.1.1.

3 5.1.3 Any written notice sent pursuant to this Section shall include the written  
4 Tannery Certification and Reformulation Protocol set forth in Exhibits B and C. The written  
5 notice attached hereto as Exhibit D is deemed to comply with the requirements of this Section.

6 5.2 **Reformulation.**

7 5.2.1 **Compliance Timeline.**

8 5.2.1.1 After the Final Compliance Date, and subject to Section 5.3,  
9 each Settling Defendant shall ensure that all of the Chrome-Tanned Leather used to manufacture  
10 Skin Contact Components of Covered Products purchased or manufactured by Settling Defendant  
11 that a Settling Defendant knows or has reason to believe may be sold or offered for sale by  
12 Settling Defendant or any entity downstream of Settling Defendant in California is Reformulated  
13 Leather.

14 5.2.1.2 A Settling Defendant shall be entitled to rely on Supplier  
15 certifications to demonstrate compliance with this Section 5.2.1.

16 5.3 **Warnings.** After the Final Compliance Date, a Settling Defendant may utilize  
17 Skin Contact Components that were not supplied by a Certified Tannery, but only as set forth in  
18 this Section. If a Settling Defendant makes a determination that it is not “feasible” to obtain Skin  
19 Contact Components from a Certified Tannery, it may proceed under this Section for such  
20 Covered Product.

21 5.3.1 The term “feasible” includes, but is not limited to, consideration of the  
22 following factors:

23 5.3.1.1 the availability of Chrome-Tanned Leather from Certified  
24 Tanneries;

25 5.3.1.2 the cost of Chrome-Tanned Leather and resulting increase in  
26 manufacturers’ prices resulting from the use of leather from Certified Tanneries, which factor  
27 includes the geographic proximity of the factory producing the Covered Product and any Certified  
28 Tannery that can produce the leather used in the Covered Product; and

1                   5.3.1.3    the availability, cost, and performance and aesthetic  
2 characteristics of non-Chrome-Tanned Leather that could substitute for Chrome-Tanned Leather  
3 in Skin Contact Components of Covered Products;

4                   5.3.2    As to California sales of a Covered Product, no Settling Defendant may sell  
5 a Covered Product that such Settling Defendant knows or has reason to believe may be sold or  
6 offered for sale in California by Settling Defendant or any entity downstream of Settling  
7 Defendant for which it has made a determination that is not “feasible” to obtain Skin Contact  
8 Components from a Certified Tannery unless such Covered Product is labeled with a Clear and  
9 Reasonable Warning.

10                  5.3.2.1    A Clear and Reasonable Warning under this Consent Judgment  
11 shall state:



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

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

25                  5.3.2.2    For online and catalog sales, any Settling Defendant that  
26 provides warnings pursuant to this Section shall (i) ensure that Clear and Reasonable Warnings  
27 under Section 5.3.2 are provided for Covered Products that the Settling Defendant sells online to  
28 consumers in California, and (ii) provide the warning language required in Section 5.3.2.1 to any

1 customers whom it knows or has reason to believe are offering the Settling Defendants' Covered  
2 Products for which a warning is required for sale online to consumers in California. Settling  
3 Defendants shall also revise any product catalogs printed after the Final Compliance Date to  
4 include the warning language required in Section 5.3.2.1 for each Covered Product identified in  
5 the catalog that requires a Clear and Reasonable Warning pursuant to this Section. For internet,  
6 catalog, or any other sale where the consumer is not physically present, the warning statement  
7 shall be displayed in such a manner that it is likely to be read and understood by an ordinary  
8 individual prior to the authorization of or actual payment.

9           5.3.3 Any Settling Defendant that provides a warning pursuant to the feasibility  
10 option of this Section shall provide a detailed written report to CEH within forty-five (45) days of  
11 the end of each calendar year regarding the use of the feasibility warnings, the units covered, and  
12 the specific factual basis for the feasibility finding. This reporting obligation shall terminate five  
13 (5) years after the Effective Date.

14           5.3.4 No Settling Defendant may make use of the feasibility warnings set forth in  
15 this Section on more than the Allowed Warning Percentage of the styles of Covered Products  
16 shipped to California or to customers which the Settling Defendant knows or has reason to  
17 believe will offer for sale to customers in California in any particular year. The "Allowed  
18 Warning Percentage" shall be thirty-three percent (33%) in the first and second years after the  
19 Final Compliance Date, seventeen percent (17%) in the third year after the Final Compliance  
20 Date, and five percent (5%) thereafter.

21           5.4     **Document Retention Requirements.** All certifications, Supplier notifications,  
22 feasibility documents, and other documents referenced in this Section 5 shall be retained by each  
23 Settling Defendant for four (4) years from the date of creation and made available to CEH upon  
24 written request not more than once per calendar year, commencing on the Final Compliance Date  
25 until the seventh (7th) anniversary of the Effective Date.

26     **6.     ENFORCEMENT**

27           6.1     **Enforcement Procedures.** Any Party or any of the public entities identified in  
28 Health & Safety Code section 25249.7(c) (collectively, "Enforcers") may by motion or

1 application for an order to show cause before this Court seek to enforce the terms of this Consent  
2 Judgment. Prior to filing any such motion or application, the Enforcer(s) shall provide the  
3 allegedly violating Party with a written notice setting forth the detailed factual and legal basis for  
4 the alleged violation along with any evidentiary support for the alleged violation (“Notice of  
5 Violation”). The Enforcer(s) and the allegedly violating Party shall then meet and confer during  
6 the thirty (30) day period following the date the Notice of Violation was sent in an effort to try to  
7 reach agreement on an appropriate cure, penalty, or related attorneys’ fees related to the alleged  
8 violation. After such thirty (30) day period, the Enforcer(s) may, by motion or application for an  
9 order to show cause before the Superior Court of Alameda, seek to enforce the terms and  
10 conditions contained in this Consent Judgment. Nothing in this Section 6.1 shall impact the  
11 Court’s authority in an enforcement proceeding to impose appropriate remedies, including the  
12 provision of a clear and reasonable warning.

13 **6.2 Notice of Violation Regarding Failure to Comply with Section 5.2.**

14 6.2.1 If an Enforcer serves a Notice of Violation that alleges a violation of the  
15 reformulation requirements set forth in Section 5.2, it shall identify the Covered Product and the  
16 Skin Contact Components that the Enforcer contends were not produced by a Certified Tannery  
17 pursuant to the Reformulation Protocol, along with the evidentiary support for such claim.

18 6.2.2 A Settling Defendant shall serve its response to a Notice of Violation  
19 served under Section 6.2.1 within thirty (30) days of receipt of the Notice, unless extended by  
20 agreement. The response shall include any certification and documentation sufficient to  
21 demonstrate that the Skin Contact Components of the Covered Product that were the subject of  
22 the Notice of Violation were produced by a Certified Tannery.

23 6.2.2.1 If the Settling Defendant’s response demonstrates that: (a) the  
24 Skin Contact Components identified in the Notice were produced by a tannery that was a  
25 Certified Tannery at the time of production; or (b) the Notice of Violation identifies the same  
26 Covered Product or Covered Products differing only in size that have been the subject of another  
27 Notice of Violation within the preceding twelve (12) months, the Enforcer shall take no further  
28 action. If the Enforcer contends that the Settling Defendant’s response does not satisfy the

1 provisions of this Section, the Enforcer shall within thirty (30) days of receipt of Defendant's  
2 response notify the Settling Defendant of the basis for its contention, the Notice shall be deemed  
3 contested, and the Parties shall proceed under Section 6.2.4.

4                   6.2.2.2    If the Settling Defendant does not serve a response within thirty  
5 (30) days of receipt of the Notice, it shall be deemed to contest the Notice and the Parties shall  
6 proceed under Section 6.2.4.

7                   6.2.3    If the Settling Defendant elects not to contest a Notice of Violation served  
8 under Section 6.2.1, the Settling Defendant shall do the following:

9                   6.2.3.1    For the first Notice of Violation served on a particular Settling  
10 Defendant, within fourteen (14) days after serving its response to the Notice of Violation, the  
11 Settling Defendant shall take corrective action consisting of: (a) providing the Enforcer with  
12 documentation sufficient to determine the certification status of Covered Products sold for the  
13 two (2) years prior to the date of the Notice of Violation; and (b) pay the Enforcer \$5,000 as  
14 reimbursement of fees, costs, and expenses involved in investigating and producing the Notice of  
15 Violation and reviewing and monitoring compliance by such Settling Defendant in the future.

16                   6.2.3.2    For Notices of Violation served on a particular Settling  
17 Defendant after the first uncontested Notice of Violation, within ninety (90) days after serving its  
18 response to the Notice of Violation, the Settling Defendant shall either:

19                               (a)            withdraw the Covered Product from sale in California and  
20 direct customers to withdraw the Covered Product from sale in California; or

21                               (b)            provide a clear and reasonable warning pursuant to Section  
22 5.3.2 for Covered Products sold by the Settling Defendant in California and instruct any  
23 customers to provide such warning.

24 No later than fourteen (14) days after serving its response to the Notice of Violation, the Settling  
25 Defendant shall pay the Enforcer \$10,000 as reimbursement of fees, costs, and expenses involved  
26 in investigating and producing the Notice of Violation and reviewing and monitoring compliance  
27 by such Settling Defendant in the future.

28

1           6.2.4 If any dispute arises relating to the sufficiency of any information provided  
2 by an Enforcer or a Settling Defendant pursuant to this Section 6.2, or if the Settling Defendant  
3 elects to contest a Notice of Violation, the Parties shall meet and confer as required by Section 6.1  
4 before filing any motion, application, or request for an order with the court. A Settling Defendant  
5 may at any time during the meet and confer process and prior to the Enforcer filing any motion,  
6 application, or request for an order with the court, notify the Enforcer that the Settling Defendant  
7 no longer contests the Notice and that the Settling Defendant elects to proceed pursuant to Section  
8 6.2.3.

9       **7. PAYMENTS**

10           7.1     **Payments by Settling Defendant.** On or before ten (10) business days after  
11 notice of the entry of this Consent Judgment and receipt of Forms W-9 for all payees, each  
12 Settling Defendant shall pay the total sum set forth on Exhibit A for that Settling Defendant as a  
13 settlement payment as further set forth in this Section.

14           7.2     **Allocation of Payments.** The total settlement amount shall be paid in five (5)  
15 separate checks in the amounts specified for each Settling Defendant on Exhibit A and delivered  
16 as set forth below. Any failure by a Settling Defendant to comply with the payment terms herein  
17 shall be subject to a stipulated late fee to be paid by such Settling Defendant in the amount of  
18 \$100 for each day the full payment is not received after the applicable payment due date set forth  
19 in Section 7.1. The late fees required under this Section shall be recoverable, together with  
20 reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 6 of this  
21 Consent Judgment. The funds paid by Settling Defendants shall be allocated as set forth below  
22 between the following categories and made payable as follows:

23           7.3     Each Settling Defendant shall pay the civil penalty amounts set forth in Exhibit A  
24 for that Settling Defendant as a civil penalty pursuant to Health & Safety Code §25249.7(b). The  
25 civil penalty payment shall be apportioned in accordance with Health & Safety Code §25249.12  
26 (*i.e.*, 25% to CEH and 75% to the State of California's Office of Environmental Health Hazard  
27 Assessment ("OEHHA")). Accordingly, each Settling Defendant shall pay the OEHHA portion  
28 of the civil penalty payment set forth in Exhibit A for that Settling Defendant by check made

1 payable to OEHHA and associated with taxpayer identification number 68-0284486. This  
2 payment shall be delivered as follows:

3 For United States Postal Service Delivery:

4 Attn: Mike Gyurics  
5 Fiscal Operations Branch Chief  
6 Office of Environmental Health Hazard Assessment  
7 P.O. Box 4010, MS #19B  
8 Sacramento, CA 95812-4010

9 For Non-United States Postal Service Delivery:

10 Attn: Mike Gyurics  
11 Fiscal Operations Branch Chief  
12 Office of Environmental Health Hazard Assessment  
13 1001 I Street, MS #19B  
14 Sacramento, CA 95814

15 7.3.1 Each Settling Defendant shall pay the CEH portion of the civil penalty  
16 payment set forth in Exhibit A for that Settling Defendant by check made payable to the Center  
17 for Environmental Health and associated with taxpayer identification number 94-3251981. This  
18 payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco,  
19 CA 94117.

20 7.3.2 Each Settling Defendant shall pay the amount set forth in Exhibit A for that  
21 Settling Defendant as an Additional Settlement Payment (“ASP”) to CEH pursuant to Health &  
22 Safety Code §25249.7(b), and California Code of Regulations, Title 11, §3204. CEH will use  
23 these funds to support CEH programs and activities that seek to educate the public about toxic  
24 chemicals, including hormone disruptors such as hexavalent chromium, work with industries  
25 interested in moving toward safer alternatives, advocate with government, businesses, and  
26 communities for business practices that are safe for human health and the environment, and  
27 thereby reduce the public health impacts and risks of exposure to hexavalent chromium and other  
28 toxic chemicals in consumer products sold in California. CEH shall obtain and maintain adequate  
records to document that ASPs are spent on these activities and CEH agrees to provide such  
documentation to the Attorney General within thirty (30) days of any request from the Attorney  
General. The payments pursuant to this Section shall be made payable to the Center for

1 Environmental Health and associated with taxpayer identification number 94-3251981. These  
2 payments shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco,  
3 CA 94117.

4 7.3.3 Each Settling Defendant shall pay the amount set forth in Exhibit A for that  
5 Settling Defendant as a reimbursement of a portion of CEH's reasonable attorneys' fees and costs  
6 (including but not limited to expert and investigative costs). The attorneys' fees and cost  
7 reimbursement shall be made in two separate checks in the amounts set forth on Exhibit A for that  
8 Settling Defendant as follows: (a) a check payable to the Lexington Law Group, LLP and  
9 associated with taxpayer identification number 88-4399775; and (b) a check payable to the Center  
10 for Environmental Health and associated with taxpayer identification number 94-3251981. Both  
11 of these payments shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San  
12 Francisco, CA 94117.

13 7.3.4 A summary of the payments to be made by each Settling Defendant is set  
14 forth on Exhibit A for each Settling Defendant including the specific payees, amounts, and  
15 delivery entity for each check.

## 16 **8. MODIFICATION OF CONSENT JUDGMENT**

17 8.1 **Modification.** This Consent Judgment may be modified from time to time by  
18 express written agreement of the Parties to which any such modification would apply, with the  
19 approval of the Court, or by an order of this Court upon motion and in accordance with law.

20 8.2 **Force Majeure.** The inability of a Settling Defendant to comply with any  
21 deadline set forth in this Consent Judgment due to an act of terrorism, fire, earthquake, civil  
22 disorders, war, or act of God that is beyond the reasonable control of such Settling Defendant  
23 shall be grounds to move for modification of the deadlines set forth in this Consent Judgment.

24 8.3 **Most Favored Nations Provision.** If, after the Effective Date, a court enters  
25 judgment in the Action or another Proposition 65 enforcement action brought by CEH over  
26 exposure to CrVI in Covered Products that imposes different injunctive relief from that set forth  
27 in this Consent Judgment, a Settling Defendant may seek to modify Section 5 of this Consent  
28 Judgment to conform with the injunctive relief provided in such later judgment.

1           **8.4 Termination of Injunctive Relief.**

2           8.4.1 If, after the Effective Date, a court enters judgment in the Action or another  
3 Proposition 65 enforcement action brought by CEH over exposure to CrVI in leather footwear  
4 that denies a request for injunctive relief on the grounds that (a) CEH has not shown an exposure  
5 to CrVI from Chrome-Tanned Leather, or (b) the defendant has demonstrated that any exposure  
6 to CrVI from Chrome-Tanned Leather is exempt from the Proposition 65 warning requirement  
7 under Health & Safety Code §25249.10(c), a Settling Defendant may seek to terminate the  
8 injunctive relief in Section 5 of this Consent Judgment as to that Settling Defendant.

9           8.4.2 Commencing on the fifth (5th) anniversary of the Effective Date, a Settling  
10 Defendant may seek to terminate the injunctive relief in Section 5 of this Consent Judgment as to  
11 that Settling Defendant. Upon any such termination, the provisions of Section 9.3 shall no longer  
12 apply to such Settling Defendant.

13           **8.5 Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
14 or terminate it pursuant to Section 8.4 shall attempt in good faith to meet and confer with all  
15 affected Parties prior to filing a motion to modify the Consent Judgment.

16           **9. CLAIMS COVERED AND RELEASE**

17           9.1 The Parties enter into this Consent Judgment as a full and final settlement of all  
18 claims arising under Proposition 65 relating to alleged exposure to CrVI from footwear made  
19 with Chrome-Tanned Leather components (“Released Products”), and as to all claims pursuant to  
20 Health and Safety Code §25249.7(d) that were raised or could have been raised in the CEH 60-  
21 Day Notices or Complaint, arising from the failure to warn under Proposition 65 regarding the  
22 presence of CrVI in such Released Products.

23           9.2 Provided that a Settling Defendant has complied with Section 7 hereof, this  
24 Consent Judgment is a full, final, and binding resolution between CEH on behalf of itself and the  
25 public interest and such Settling Defendant and its parents, subsidiaries, affiliated entities  
26 (including but not limited to, for Settling Defendants PVH Corp. and Tommy Hilfiger U.S.A.,  
27 Inc., the affiliated entity Calvin Klein, Inc.; for Settling Defendant Thom Browne, Inc., the  
28 affiliated entity Ermenegildo Zegna Corporation) that are under common ownership, directors,

1 officers, employees, agents, shareholders, successors, assigns, and/or attorneys (“Defendant  
2 Releasees”), and all entities to which such Settling Defendant directly or indirectly distributes or  
3 sells Released Products, including but not limited to its distributors, wholesalers, customers,  
4 retailers, franchisees, licensors, and licensees (“Downstream Defendant Releasees”), of any  
5 violation of Proposition 65 based on failure to warn about alleged exposure to CrVI contained in  
6 Released Products that were manufactured, distributed, sold, or offered for sale by a Settling  
7 Defendant prior to the Final Compliance Date.

8           9.3     Provided that a Settling Defendant has complied with Section 7 hereof, CEH, for  
9 itself and its agents, successors, and assigns, releases, waives, and forever discharges any and all  
10 claims against such Settling Defendant, its Defendant Releasees, and its Downstream Defendant  
11 Releasees arising from any violation of Proposition 65 or any other statutory or common law  
12 claims that have been or could have been asserted by CEH regarding the failure to warn about  
13 exposure to CrVI arising in connection with Released Products manufactured, distributed, sold, or  
14 offered for sale by such Settling Defendant prior to the Final Compliance Date.

15           9.4     Provided that a Settling Defendant has complied with Section 7 hereof,  
16 compliance with the terms of this Consent Judgment by such Settling Defendant shall constitute  
17 compliance with Proposition 65 by such Settling Defendant, its Defendant Releasees, and its  
18 Downstream Defendant Releasees with respect to any alleged failure to warn about CrVI in  
19 Released Products manufactured, distributed, sold, or offered for sale by such Settling Defendant  
20 after the Final Compliance Date, except as to any retailer who fails to provide warning provided  
21 to said retailer pursuant to this Consent Judgment in a manner consistent with the requirements of  
22 this Consent Judgment.

## 23 **10.     PROVISION OF NOTICE**

24           10.1     When CEH is entitled to receive any notice under this Consent Judgment, the  
25 notice shall be sent by first class or electronic mail to:

26                     Joseph Mann  
27                     Lexington Law Group, LLP  
28                     503 Divisadero Street  
                      San Francisco, CA 94117  
                      [jmann@lexlawgroup.com](mailto:jmann@lexlawgroup.com)

1           10.2    When a Settling Defendant is entitled to receive any notice under this Consent  
2 Judgment, the notice shall be sent by first class or electronic mail to the address listed on Exhibit  
3 A for such Settling Defendant.

4           10.3    Any Party may modify the person and address to whom the notice is to be sent by  
5 sending the other Party notice by first class or electronic mail.

6       **11.    COURT APPROVAL**

7           11.1    This Consent Judgment shall become effective when approved by the Court. CEH  
8 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant  
9 shall support approval of such Motion.

10          11.2    If this Consent Judgment is not entered by the Court, it shall be of no further force  
11 or effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
12 purpose.

13       **12.    GOVERNING LAW AND CONSTRUCTION**

14          12.1    The terms of this Consent Judgment shall be governed by the laws of the State of  
15 California.

16       **13.    ATTORNEYS' FEES**

17          13.1    Should CEH prevail on any motion, application for an order to show cause, or  
18 other proceeding related to this Consent Judgment, CEH shall be entitled to its reasonable  
19 attorneys' fees and costs incurred as a result of such motion or application from the Settling  
20 Defendant(s) subject to or opposing said motion, application, or other proceeding. Should a  
21 Settling Defendant prevail on any motion, application for an order to show cause, or other  
22 proceeding related to this Consent Judgment, the Settling Defendant may be awarded its  
23 reasonable attorneys' fees and costs as a result of such motion, application, or other proceeding  
24 upon a finding by the Court that CEH's prosecution of the motion, application, or other  
25 proceeding lacked substantial justification.

26          13.2    Nothing in this Section 13 shall preclude a Party from seeking an award of  
27 sanctions pursuant to law.  
28

1       **14.    ENTIRE AGREEMENT**

2           14.1   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       **15.    RETENTION OF JURISDICTION**

16           15.1   This Court shall retain jurisdiction over this matter to implement or modify the  
17 Consent Judgment.

18       **16.    SUCCESSORS AND ASSIGNS**

19           16.1   This Consent Judgment shall apply to and be binding upon CEH and each Settling  
20 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or  
21 assigns of any of them.

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

23           17.1   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.

26  
27  
28

1 **18. EFFECT ON OTHER SETTLEMENTS**

2 18.1 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 **19. EXECUTION IN COUNTERPARTS**

6 19.1 The stipulations to this Consent Judgment may be executed in counterparts and by  
7 means of portable document format (pdf), which taken together shall be deemed to constitute one  
8 document.

9  
10 **IT IS SO ORDERED:**

11  
12 Dated: 05/08/2026



\_\_\_\_\_  
Judge of the Superior Court of California  
**Ruben Sundeen / Judge**

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO STIPULATED:**

Dated: 01/29/2026

**CENTER FOR ENVIRONMENTAL  
HEALTH**



\_\_\_\_\_  
Signature

Kizzy Charles-Guzman

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

Chief Executive Officer

\_\_\_\_\_  
Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1/17/2026

Dated: \_\_\_\_\_

**THOM BROWNE, INC.**

*Luigi Gajo*

\_\_\_\_\_  
Signature

Luigi Gajo

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

SVP ZEGNA GROUP NORAM CONTROLLING - THOM BROWNE GLOBAL CFO/COO

\_\_\_\_\_  
Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: 21-Jan-2026 | 5:49 PM EST

**TOMMY HILFIGER U.S.A., INC.**

DocuSigned by:  
*Mark Fischer*  
D4A00C29537B46D

Signature

Mark Fischer

Printed Name

EVP

Title

Dated: 21-Jan-2026 | 5:49 PM EST

**PVH CORP.**

DocuSigned by:  
*Mark Fischer*  
D4A00C29537B46D...

Signature

Mark Fischer

Printed Name

EVP

Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**  
**Individual Settling Defendant Information**

1 Settling Defendant: THOM BROWNE, INC.  
2 Covered Products: Footwear Made With Leather Materials  
3 Payment Amounts: Total: \$45,000

4 Allocation of Total Payment:

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$ 4,218	OEHHA per Section 7.3
Center For Environmental Health	Penalty	\$ 1,406	LLG
Center For Environmental Health	ASP	\$ 4,216	LLG
Center For Environmental Health	Fees and Costs	\$ 6,920	LLG
Lexington Law Group, LLP	Fees and Costs	\$ 28,240	LLG

12 Contact Information: Luigi Gajo, Group COO and CFO  
13 \_\_\_\_\_  
14 Name  
15 240 West 35th Street, 16th Floor  
16 \_\_\_\_\_  
17 Address  
18 New York, New York 1001  
19 \_\_\_\_\_  
20  
21  
22  
23  
24  
25  
26  
27  
28  
luigi.gajo@thombrowne.com  
\_\_\_\_\_  
Email address

1 Settling Defendants: TOMMY HILFIGER U.S.A., INC.  
2 PVH CORP.

3 Covered Products: Footwear Made With Leather Materials

4 Payment Amounts: Total: \$45,000

5 Allocation of Total Payment:

6 Payee	Type	Amount	Deliver To
7 OEHHA	Penalty	\$ 4,218	OEHHA per Section 7.3
8 Center For Environmental Health	Penalty	\$ 1,406	LLG
9 Center For Environmental Health	ASP	\$ 4,216	LLG
10 Center For Environmental Health	Fees and Costs	\$ 6,920	LLG
11 Lexington Law Group, LLP	Fees and Costs	\$ 28,240	LLG

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Contact Information: Mark D. Fischer, Executive Vice President

Name

285 Madison Avenue

Address

New York, New York 10017

markfischer@pvh.com

Email address

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT B**  
Tannery Certification

**EXHIBIT B  
TANNERY CERTIFICATION**

Tannery Name: \_\_\_\_\_

Address: \_\_\_\_\_

I certify as follows:

All chrome-tanned leather produced by the tannery after the date of this certification will be tanned consistent with the Reformulation Protocol attached as Exhibit C to the Consent Judgment in *Center for Environmental Health v. Mango NY, Inc., et al.*, Case No. 25CV112558, for purposes of establishing 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. Specifically, the tannery will comply with the Reformulation Protocol to eliminate or minimize the formation of hexavalent chromium in chrome-tanned or chrome-retanned leather and 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.

The tannery will retain records demonstrating compliance with the Reformulation Protocol for a period of at least five years and provide such records on written request by any customer.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address: \_\_\_\_\_

Date: \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT C**  
Reformulation Protocols

**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 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  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT D**  
Form of Notice to Suppliers

**EXHIBIT D  
SUPPLIER NOTIFICATION  
[FOR SETTLING DEFENDANTS THAT PURCHASE LEATHER FROM TANNERIES]:**

Dear [Supplier]:

As part of a settlement of a Proposition 65 enforcement action regarding hexavalent chromium in leather footwear, [Settling Defendant] is writing to notify you of certain requirements applicable to chrome-tanned leather used to manufacture leather components of footwear that come into direct contact with the skin of the average user when the footwear are worn.

Pursuant to the settlement, chrome-tanned leather used to manufacture direct skin contact components must be produced pursuant to the settlement Reformulation Protocol at a tannery that certifies that it will comply with the Reformulation Protocol, which is designed to minimize the presence and potential formation of hexavalent chromium in chrome-tanned leather.

We are required to obtain a certification from each tannery that directly supplies [Settling Defendant] with chrome-tanned leather at least once every five years. Please execute the attached certification and return it to us within 30 days, so that we can ensure compliance with the terms of the settlement. ***[For initial notifications before the final compliance date]***: The settlement allows for a phase-in of leather from certified tanneries. If you cannot currently certify compliance with the Reformulation Protocol, please advise us immediately and provide a timeline for when you expect to obtain certification.

We are also required by the settlement to request that you retain certifications and records demonstrating compliance with the Reformulation Protocol for at least five years, and to produce them to us upon our written request.

**[FOR SETTLING DEFENDANTS THAT PURCHASE FINISHED PRODUCTS]:**

Dear [Supplier]:

As part of a settlement of a Proposition 65 enforcement action regarding hexavalent chromium in leather footwear, [Settling Defendant] is writing to notify you of certain requirements applicable to chrome-tanned leather used to manufacture leather components of footwear that come into direct contact with the skin of the average user when the footwear are worn.

Pursuant to the settlement, chrome-tanned leather used to manufacture direct skin contact components must be produced pursuant to the settlement Reformulation Protocol at a tannery that certifies that it will comply with the Reformulation Protocol, which is designed to minimize the presence and potential formation of hexavalent chromium in chrome-tanned leather.

We are requiring you to obtain a certification from each tannery that supplies you with chrome-tanned leather for use to manufacture direct skin contact components at least once every five years. Please have each tannery execute the attached certification and return it to you within 30 days, so that we can ensure compliance with the terms of the settlement. ***[For initial notifications before the final compliance date]***: The settlement allows for a phase-in of leather from certified tanneries. If you cannot currently obtain certifications with compliance with the Reformulation Protocol from all tanneries that supply you with chrome-tanned leather, please advise us immediately and provide a timeline for when you expect to obtain certifications from all tanneries.

We are also required by the settlement to request that you retain certifications and records demonstrating your tanneries' compliance with the Reformulation Protocol for at least five years, and to produce them to us upon our written request.

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	<b>FILED</b> 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	
<b>CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</b>	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.

AARON P. ALLAN  
GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP  
aallan@glaserweil.com

Aaron Belzer  
SEYFARTH SHAW LLP  
abelzer@seyfarth.com

Alecia E. Cotton  
ROGERS JOSEPH O'DONNELL  
acotton@rjo.com

Alexandra R. Jernigan  
FOLEY & LARDNER LLP - LOS ANGELES  
alexandra.jernigan@foley.com

Andrew Mark Hutchison  
Loeb & Loeb LLP  
ahutchison@loeb.com

Andrew W. Homer  
ahomer@kelleydrye.com

BAO M. VU  
STOEL RIVES LLP  
bao.vu@stoel.com

Bao M Vu  
Stoel Rives LLP  
bao.vu@stoel.com

Caitlin Comstock Blanche  
VENABLE LLP  
cblanche@venable.com

Chad Finke, Executive Officer / Clerk of the Court

Dated: 05/08/2026

By:



A. Ampousah, Deputy Clerk

Brian Jeffery Bergman  
BDG Law Group  
Bbergman@bdgfirm.com

Chad S. Purdie  
Sanchez Fischer Levine LLP  
cpurdie@sfl-law.com

Edward Dean Totino  
Baker McKenzie  
edward.totino@bakermckenzie.com

Gregory Berlin  
Alston & Bird LLP  
greg.berlin@alston.com

James Hyeoun Moon  
Davis Wright Tremaine LLP  
jamesmoon@dwt.com

Jeffrey John Parker  
Sheppard, Mullin, Richter & Hampton LLP  
jparker@sheppardmullin.com

Joseph Mann  
jmann@lexlawgroup.com

Lauren Marian Michals  
Nixon Peabody LLP  
lmichals@nixonpeabody.com

Matthew Scott Kenefick  
JEFFER MANGELS BUTLER & MITCHELL LLP  
mkenefick@jeffer.com

David Howard Raizman  
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.  
david.raizman@ogletreedeakins.com

GARTH N. WARD  
Garth.Ward@lewisbrisbois.com

Gregory George Sperla  
DLA Piper LLP  
greg.sperla@us.dlapiper.com

James Robert Maxwell  
ROGERS JOSEPH O'DONNELL  
jmaxwell@rjo.com

Jeffrey Margulies  
NORTON ROSE FULBRIGHT US LLP  
jeff.margulies@nortonrosefulbright.com

LAUREN SHOOR  
NORTON ROSE FULBRIGHT US LLP  
lauren.shoor@nortonrosefulbright.com

Lynn R. Fiorentino  
ArentFox Schiff LLP  
lynn.fiorentino@afslaw.com

Michael David Abraham  
Bartko Parvia LLP  
mabraham@bartkopavia.com

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

CASE NUMBER: 25CV112558

Michael James Gleason  
Hahn Loeser & Parks LLP  
mgleason@hahnlaw.com

Michael Terrence Boardman  
Baker McKenzie LLP  
michael.boardman@bakermckenzie.com

Milord Arsen Keshishian  
Milord & Associates  
milord@milordlaw.com

Nancy Thien-Ha Sims  
Baker & McKenzie LLP  
nancy.sims@bakermckenzie.com

Peter Wells McGaw  
Buchalter  
pmcgaw@buchalter.com

Renata A. Guidry  
TARTER KRINSKY & DROGIN LLP  
rguidry@tarterkrinsky.com

Robert Steven Nicksin  
Law Office of Robert S. Nicksin  
bob@nicksinlaw.com

Samuel Y. Edgerton  
sedgerton@ohaganmeyer.com

Sedina L. Banks  
GREENBERG GLUSKER FIELDS CLAMAN &  
MACHTINGER LLP  
SBanks@ggfirm.com

Shamar Jastin Toms-Anthony  
Pryor Cashman LLP  
stoms-anthony@pryorcashman.com

Staci Trager  
DLA Piper LLP  
staci.trager@us.dlapiper.com

Stephanie Angkadjaja  
Pillsbury Winthrop Shaw Pittman LLP  
stephanie.angkadjaja@pillsburylaw.com

Stephanie Sheridan  
BALLARD SPAHR LLP  
Sheridans@ballardspahr.com

TERENCE N. HAWLEY  
Reed Smith LLP  
thawley@reedsmith.com

Whitney Jones Roy  
Sheppard Mullin Richter & Hampton LLP  
wroy@sheppardmullin.com

Willis M. Wagner  
Arnold & Porter  
will.wagner@gtlaw.com