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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,
a non-profit corporation,

Plaintiff,

v.

BALI LEATHERS, INC., *et al.*,

Defendants.

Lead Case No. RG 19-029736

[Consolidated with Case No. RG 19-034870]

**[PROPOSED] CONSENT
JUDGMENT AS TO WEST
CHESTER HOLDINGS, LLC AND
PROTECTIVE INDUSTRIAL
PRODUCTS, INC.**

1 **1. INTRODUCTION**

2 1.1 The Parties to this Consent Judgment are the Center for Environmental Health, a
3 California non-profit corporation (“CEH”), on the one hand, and West Chester Holdings, LLC
4 and Protective Industrial Products, Inc. (collectively, “Settling Defendants”), on the other hand.
5 CEH and Settling Defendants are referred to herein together as the “Parties” or singly as a
6 “Party.” The Parties enter into this Consent Judgment to settle certain claims asserted by CEH
7 against Settling Defendants and Downstream Defendant Releasees (defined below) as set forth in
8 the operative complaint in the above-captioned *Center for Environmental Health v. Bali Leathers,*
9 *Inc.* matter. This Consent Judgment addresses alleged chromium exposures from work and
10 gardening gloves made with leather materials. CEH asserts that leather used to make such gloves
11 that is tanned with chromium compounds can under certain circumstances expose consumers to
12 hexavalent chromium (“CrVI”), which is a chemical listed under Proposition 65 as known to the
13 State of California to cause cancer and reproductive toxicity.

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

20 1.3 On August 2, 2019, CEH filed the original Complaint in the above-captioned
21 matter, naming Settling Defendants as defendants in this action. On May 19, 2022, CEH filed the
22 operative First Amended Complaint (the “Complaint”).

23 1.4 Settling Defendants are each a corporation and a person in the course of doing
24 business as such term is defined under Proposition 65.

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

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

13 1.7 The Parties acknowledge that the amount of the total settlement payment in
14 Section 6 is influenced materially by the specific injunctive terms set forth in Section 4, which
15 allow for optional compliance through the provision of Clear and Reasonable Warnings. While
16 CEH provides discounts in Proposition 65 settlements to entities that agree to reformulate their
17 products, Settling Defendant did not qualify for such a discount, which is reflected in the amount
18 of the total settlement payment.

19 **2. DEFINITIONS**

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

25 2.2 “Covered Products” means work and gardening gloves for which normal and
26 foreseeable use will result in one or more Chrome-Tanned Leather components on the inside of
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1 the glove coming into direct contact with the skin of the average user's hand while the glove is
2 worn (e.g., an unlined or partially unlined glove).

3 2.3 "Effective Date" means the date on which this Consent Judgment is entered by the
4 Court.

5 2.4 A "Protocol Tannery" is a leather tannery that (a) produces Chrome-Tanned
6 Leather pursuant to the Reformulation Protocol, or (b) provides a certification demonstrating that
7 the tannery has achieved certification with overall Gold rating under the Leather Working Group
8 (LWG) Audit Protocol P7.2.2 (or any subsequent higher version that is in force at the time of
9 certification), or has attained a Gold medal rating in the section "Restricted Substances,
10 Compliance & Chromium VI Management" (or any subsequent section or sections regarding
11 CrVI management).

12 2.5 "Reformulation Protocol" means the leather tanning protocol set forth on Exhibit
13 A.

14 2.6 "Skin Contact Component" means a Chrome-Tanned Leather component that
15 comes into direct contact with the skin of the average user's hands while the Covered Product is
16 being worn.

17 **3. FACTUAL BACKGROUND**

18 3.1 Chromium exists in different valence states. One of those states is CrVI and
19 another is trivalent chromium, which is also known as CrIII. Neither elemental chromium nor
20 CrIII is a listed chemical under Proposition 65.

21 3.2 Chromium tanning is a process of preserving hides that uses CrIII compounds.
22 CrVI is not intentionally added to leather in the tanning process.

23 3.3 The valence state of chromium is unstable in nature. For example, CrIII will under
24 certain environmental conditions oxidize into CrVI. Likewise, CrVI will under certain
25 environmental conditions reduce into CrIII.

1 3.4 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 in or on the surface of the leather.

4 3.5 Environmental conditions that affect the oxidation and reduction of chromium
5 between CrIII and CrVI include temperature, humidity, and pH.

6 3.6 The Reformulation Protocol comprises steps to minimize the potential introduction
7 of CrVI to leather during the tanning process for Chrome-Tanned Leather and to use antioxidants
8 that are baked into the hides during the tanning process. If a Protocol Tannery follows the
9 Reformulation Protocol, the antioxidants will prevent or inhibit the oxidation process such that
10 there will not likely be detectable CrVI on the surface of the leather.

11 **4. INJUNCTIVE RELIEF**

12 4.1 **Reformulation.** No later than 90 days after the Effective Date, Settling
13 Defendants shall not purchase, import, or manufacture any Covered Product that will be sold or
14 offered for sale by such Settling Defendant or any entity downstream of such Settling Defendant
15 in California with Skin Contact Components that are made from Chrome-Tanned Leather unless
16 the leather was produced pursuant to the Reformulation Protocol by a Protocol Tannery, except as
17 provided in Section 4.2. No later than 180 days after the Effective Date, Settling Defendants shall
18 not distribute, ship, or sell any Covered Product that will be sold by such Settling Defendant or
19 any entity downstream of such Settling Defendant in California with Skin Contact Components
20 that are made from Chrome-Tanned Leather unless the leather was produced pursuant to the
21 Reformulation Protocol by a Protocol Tannery, except as provided in Section 4.2.

22 4.2 **Clear and Reasonable Warnings.** As an alternative to product reformulation as
23 set forth in Section 4.1, a Covered Product purchased, imported, manufactured, or sold by Settling
24 Defendants after the dates set forth in Section 4.1 with Skin Contact Components that are made
25 from Chrome-Tanned Leather may be sold or offered for sale in California with a Clear and
26 Reasonable Warning that complies with the provisions of this Section 4.2 and Title 27 California
27 Code of Regulations section 25601, *et seq.* A Clear and Reasonable Warning may only be
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1 provided for Covered Products that Settling Defendants reasonably believe to contain CrVI. A
2 Clear and Reasonable Warning under this Agreement shall state:



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

6
7 or:



WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

9
10 The bracketed language specified above may be used in lieu of “hexavalent chromium.” The
11 word “**WARNING**” shall be displayed in all capital letters and bold print and shall be preceded
12 by the yellow warning triangle symbol depicted above, provided however, the symbol may be
13 printed in black and white if the Covered Product label is produced without using the color
14 yellow. This warning statement shall be prominently displayed on the outer packaging or tag of
15 the Covered Product and shall be displayed with such conspicuousness, as compared with other
16 words, statements, or designs as to render it likely to be seen, read, and understood by an ordinary
17 individual prior to sale. The warning may be applied to the product by a sticker or other
18 adhesive. Where a sign or label used to provide a warning includes consumer information about a
19 product in a language other than English, the warning shall also be provided in that language in
20 addition to English. For internet, catalog, or any other sale where the consumer is not physically
21 present, the warning statement shall be displayed in such a manner that it is likely to be read and
22 understood by an ordinary individual prior to the authorization of or actual payment.

23 4.3 **Reformulation Notice.** At least thirty (30) days before a Settling Defendant sells
24 any Covered Product with Skin Contact Components that are made from Chrome-Tanned Leather
25 that will be reformulated under Section 4.1 and sold or offered for sale in California without a
26 Clear and Reasonable Warning under Section 4.2, such Settling Defendant shall serve on CEH a
27 written report notifying CEH of its intent to sell such reformulated Covered Products and
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1 identifying the specific Covered Products that have been or will be reformulated by name,
2 product code number, SKU, and any other identifier.

3 **5. ENFORCEMENT**

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

18 **6. PAYMENTS**

19 **6.1 Payments by Settling Defendants.** On or before ten (10) business days after the
20 entry of this Consent Judgment, Settling Defendants shall pay the total sum of \$162,500 as a
21 settlement payment as further set forth in this Section.

22 **6.2 Allocation of Payments.** The total settlement amount shall be paid in five (5)
23 separate checks in the amounts specified below and delivered as set forth below. Any failure by
24 Settling Defendants to comply with the payment terms herein shall be subject to a stipulated late
25 fee to be paid by Settling Defendants in the amount of \$100 for each day the full payment is not
26 received after the applicable payment due date set forth in Section 6.1. The late fees required
27 under this Section shall be recoverable, together with reasonable attorneys’ fees, in an
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1 enforcement proceeding brought pursuant to Section 5 of this Consent Judgment. The funds paid
2 by Settling Defendants shall be allocated as set forth below between the following categories and
3 made payable as follows:

4 6.2.1 Settling Defendants shall pay \$21,636 as a civil penalty pursuant to Health
5 & Safety Code §25249.7(b). The civil penalty payment shall be apportioned in accordance with
6 Health & Safety Code §25249.12 (*i.e.*, 25% to CEH and 75% to the State of California’s Office of
7 Environmental Health Hazard Assessment (“OEHHA”). Accordingly, Settling Defendants shall
8 pay the OEHHA portion of the civil penalty payment for \$16,227 by check made payable to
9 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be
10 delivered as follows:

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

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

19 6.2.2 Settling Defendants shall pay the CEH portion of the civil penalty payment
20 for \$5,409 by check made payable to the Center for Environmental Health and associated with
21 taxpayer identification number 94-3251981. This payment shall be delivered to Lexington Law
22 Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

23 6.2.3 Settling Defendants shall pay \$16,227 as an Additional Settlement
24 Payment (“ASP”) to CEH pursuant to Health & Safety Code §25249.7(b), and California Code of
25 Regulations, Title 11, §3204. CEH will use these funds to support CEH programs and activities
26 that seek to educate the public about toxic chemicals, including hormone disruptors such as CrVI,
27 work with industries interested in moving toward safer alternatives, advocate with government,
28 businesses, and communities for business practices that are safe for human health and the

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

9 6.2.4 Settling Defendants shall pay \$124,637 as a reimbursement of a portion of
 10 CEH’s reasonable attorneys’ fees and costs (including but not limited to expert and investigative
 11 costs). The attorneys’ fees and cost reimbursement shall be made in two separate checks as
 12 follows: (a) \$104,457 payable to the Lexington Law Group, LLP and associated with taxpayer
 13 identification number 88-4399775; and (b) \$20,180 payable to the Center for Environmental
 14 Health and associated with taxpayer identification number 94-3251981. Both of these payments
 15 shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA
 16 94117.

17 6.2.5 To summarize, Settling Defendants shall deliver checks made out to the
 18 payees and in the amounts set forth below:

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$16,227	OEHHA per §5.2.1
Center for Environmental Health	Penalty	\$5,409	LLG
Center for Environmental Health	ASP	\$16,227	LLG
Lexington Law Group, LLP	Fees and Costs	\$104,457	LLG
Center for Environmental Health	Fees and Costs	\$20,180	LLG

1 **7. MODIFICATION OF CONSENT JUDGMENT**

2 7.1 **Modification.** This Consent Judgment may be modified from time to time by
3 express written agreement of the Parties, with the approval of the Court, or by an order of this
4 Court upon motion and in accordance with law.

5 7.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
6 shall attempt in good faith to meet and confer with the other Party prior to filing a motion to
7 modify the Consent Judgment.

8 **8. CLAIMS COVERED AND RELEASE**

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

24 8.2 Provided that Settling Defendants have complied with Section 6 hereof, CEH, for
25 itself, its agents, successors, and assigns, releases, waives, and forever discharges any and all
26 claims against Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees
27 arising from any violation of Proposition 65 or any other statutory or common law claims that
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1 have been or could have been asserted by CEH regarding the failure to warn about exposure to
2 CrVI arising in connection with Released Products manufactured, distributed, sold, or offered for
3 sale by Settling Defendants prior to the Effective Date.

4 8.3 Provided that Settling Defendants have complied with Section 6 hereof,
5 compliance with the terms of this Consent Judgment by Settling Defendants shall constitute
6 compliance with Proposition 65 by Settling Defendants, Defendant Releasees, and Downstream
7 Defendant Releasees with respect to any alleged failure to warn about CrVI in Released Products
8 manufactured, distributed, sold, or offered for sale by Settling Defendants after the Effective
9 Date, except as to any Downstream Defendant Releasee that fails to provide a warning provided
10 to said entity pursuant to Section 4.2 in a manner consistent with such Section.

11 **9. PROVISION OF NOTICE**

12 9.1 When CEH is entitled to receive any notice under this Consent Judgment, the
13 notice shall be sent by first class and electronic mail to:

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

19 9.2 When any Settling Defendant is entitled to receive any notice under this Consent
20 Judgment, the notice shall be sent by first class and electronic mail to:

21 Jeffrey Parker
22 Sheppard, Mullin, Richter & Hampton LLP
23 333 South Hope Street, 43rd Floor
24 Los Angeles, CA 90071
25 jparker@sheppardmullin.com

26 9.3 Any Party may modify the person and address to whom the notice is to be sent by
27 sending the other Party notice by first class or electronic mail.
28

1 **10. COURT APPROVAL**

2 10.1 This Consent Judgment shall become effective when approved by the Court. CEH
3 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants
4 shall support approval of such Motion.

5 10.2 If this Consent Judgment is not entered by the Court, it shall be of no further force
6 or effect and shall not be introduced into evidence or otherwise used in any proceeding for any
7 purpose.

8 **11. GOVERNING LAW AND CONSTRUCTION**

9 11.1 The terms of this Consent Judgment shall be governed by the laws of the State of
10 California.

11 **12. ATTORNEYS' FEES**

12 12.1 Should CEH prevail on any motion, application for an order to show cause, or
13 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
14 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
15 any Settling Defendant prevail on any such motion, application for an order to show cause, or
16 other proceeding, such Settling Defendant may be awarded its reasonable attorneys' fees and
17 costs as a result of such motion or application upon a finding by the Court that CEH's prosecution
18 of the motion or application lacked substantial justification.

19 12.2 Nothing in this Section 12 shall preclude a Party from seeking an award of
20 sanctions pursuant to law.

21 **13. ENTIRE AGREEMENT**

22 13.1 This Consent Judgment contains the sole and entire agreement and understanding
23 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
24 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
25 and therein. There are no warranties, representations, or other agreements between the Parties
26 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
27 other than those specifically referred to in this Consent Judgment have been made by any Party
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1 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
2 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
3 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
4 Parties hereto only to the extent that they are expressly incorporated herein. No waiver of any of
5 the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the
6 other provisions hereof whether or not similar, nor shall such waiver constitute a continuing
7 waiver.

8 **14. RETENTION OF JURISDICTION**

9 14.1 This Court shall retain jurisdiction of this matter to implement or modify the
10 Consent Judgment.

11 **15. SUCCESSORS AND ASSIGNS**

12 15.1 This Consent Judgment shall apply to and be binding upon CEH and Settling
13 Defendants, and their respective divisions, subdivisions, and subsidiaries, and the successors or
14 assigns of any of them.

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

16 16.1 Each signatory to this Consent Judgment certifies that they are fully authorized by
17 the Party they represent to stipulate to this Consent Judgment and to enter into and execute the
18 Consent Judgment on behalf of the Party represented and to legally bind that Party.

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

20 17.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
21 against an entity that is not a Settling Defendant on terms that are different from those contained
22 in this Consent Judgment.

23 **18. EXECUTION IN COUNTERPARTS**

24 18.1 The stipulations to this Consent Judgment may be executed in counterparts
25 and by means of facsimile or portable document format (pdf), which taken together shall be
26 deemed to constitute one document.

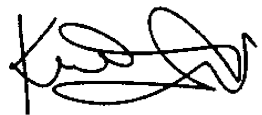
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IT IS SO STIPULATED:

Dated: May 8, 2024

**CENTER FOR ENVIRONMENTAL
HEALTH**



Signature

Kizzy Charles-Guzman
Printed Name

CEO
Title

Dated: , 2024

WEST CHESTER HOLDINGS, LLC

Signature

Printed Name

Title

Dated: , 2024

**PROTECTIVE INDUSTRIAL
PRODUCTS, INC.**

Signature

Printed Name

Title

1 IT IS SO STIPULATED:

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3 Dated: _____, 2024

**CENTER FOR ENVIRONMENTAL
HEALTH**

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Signature

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Printed Name

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Title

11 Dated: May 6 _____, 2024

WEST CHESTER HOLDINGS, LLC

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13 _____
Signature

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15 Bridget Milot-Ren
Printed Name

16
17 General Counsel
Title

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19 Dated: May 6 _____, 2024

**PROTECTIVE INDUSTRIAL
PRODUCTS, INC.**

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21 _____
Signature

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23 Bridget Milot-Ren
Printed Name

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25 General Counsel
Title

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IT IS SO ORDERED:

Dated: _____, 2024

Judge of the Superior Court

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EXHIBIT A

Reformulation Protocols for Covered Products Made with Chrome-Tanned Leather

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

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