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] AMENDED CONSENT JUDGMENT AS TO GORDINI U.S.A., INC., CARHARTT, INC., AND CARROLL COMPANIES, INC.

This Amended Consent Judgment supersedes the original Consent Judgment entered in this case on May 12, 2022. Until this Amended Consent Judgment is entered by the Court, the original Consent Judgment shall remain in effect.

1. INTRODUCTION

1.1 The Parties to this Amended Consent Judgment are the Center for Environmental Health, a California non-profit corporation ("CEH"), and Gordini U.S.A., Inc. ("Gordini"), Carhartt, Inc. ("Carhartt") and Carroll Companies, Inc. ("Carroll") (Gordini, Carhartt, and Carroll are referred to herein as "Settling Defendants"). CEH and Settling Defendants are referred to herein together as the Parties or individually as a Party. The Parties enter into this Amended Consent Judgment to settle certain claims asserted by CEH against Settling Defendants as set forth in the operative complaint in the above-captioned matter (the "Complaint"). This Amended Consent Judgment addresses gloves that are made with leather materials that are tanned with chromium compounds. Gordini makes leather gloves sold under the Carhartt brand name. Carroll Companies sold leather gloves under the Interstate Leather and Milwaukee Motorcycle Clothing Co. brand names. CEH asserts that leather used to make gloves that are tanned with chromium compounds will expose consumers to hexavalent chromium ("CrVI"), which is a chemical listed under Proposition 65 as known to the State of California to cause cancer and reproductive toxicity.

1.2 On May 14, 2019 as to Gordini and Carhartt and on October 22, 2020 as to Carroll, CEH issued a 60-day Notice of Violation under California Health & Safety Code Section 25249.5 *et seq*. ("Proposition 65") to Settling Defendants, the California Attorney General, the District Attorneys of every county in California, and the City Attorneys of every California city with a population greater than 750,000, alleging that Settling Defendants violated Proposition 65 by exposing persons to CrVI from leather gloves without first providing a clear and reasonable Proposition 65 warning.

1.3 On August 2, 2019, CEH filed a Complaint in above-captioned matter naming Gordini and Carhartt as defendants. On January 29, 2021, CEH amended the Complaint to name Carroll as a defendant.

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

1.5 For purposes of this Amended Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction over each Settling Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to enter and enforce this Amended Consent Judgment as a full and final resolution of all claims which were or could have been raised in the Complaint based on the facts alleged therein with respect to Covered Products sold by each Settling Defendant.

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

2. DEFINITIONS

2.1 "Chrome-Free Leather" means that: (a) the skin or hide used to make the leather was converted to leather by tanning agents free of chromium salts, including but not limited to chromium sulfate; (b) the leather was not intentionally treated, dyed or exposed to chemicals that contain chromium as an intended ingredient; and (c) the total content of the chromium in the tanned leather is less than or equal to 0.1% (mass of chromium/total dry weight of leather) when measured using ISO 17072-2.

2.2 "Chrome-Tanned Leather" means that the hide or skin used to make the leather was converted to leather either by treatment solely with chromium salts or with chromium salts together with a small amount of some other tanning agent, used merely to assist the chromium

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

2.3 "Covered Products" means unlined leather gloves or other gloves that are designed such that any part of the inside of the glove that comes into contact with the skin of the user when the glove is worn is made with leather.

2.4 "Effective Date" means the date on which this Amended Consent Judgment is entered by the Court.

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

2.6 "Reformulation Protocol" means the leather tanning protocol set forth on Exhibit A.

3. INJUNCTIVE RELIEF

3.1 **Chrome-Free Reformulation**. After the Effective Date, no Settling Defendant shall sell any Covered Product that is made with leather that is not Chrome-Free Leather that will be sold or offered for sale by a Settling Defendant or any entity downstream of a Settling Defendant in California, except as provided in Section 3.2.

3.2 **Protocol Reformulation**. As an alternative to chrome-free reformulation as set forth in Section 3.1, after the Effective Date a Settling Defendant may sell Covered Products that are made with Chrome-Tanned Leather that will be sold or offered for sale by a Settling Defendant or any entity downstream of a Settling Defendant in California so long as the leather was produced pursuant to the Reformulation Protocol by a Protocol Tannery.

3.3 **Protocol Reformulation Notice.** At least thirty (30) days before a Settling Defendant sells any Covered Product that are made with Chrome-Tanned Leather that will be

reformulated under Section 3.2, such Settling Defendant shall serve on CEH a written report notifying CEH of its intent to sell such reformulated Covered Products and identifying the specific Covered Products that have been or will be reformulated by name, product code number, SKU, and any other identifier.

4. ENFORCEMENT

4.1 **Enforcement Procedures**. Any Party or any of the public entities identified in Health & Safety Code section 25249.7(c) (collectively, "Enforcers") may, by motion or application for an order to show cause before this Court, seek to enforce the terms of this Amended Consent Judgment. Prior to filing any such motion or application, the Enforcer(s) shall provide the allegedly violating Party with a Notice of Violation setting forth the detailed factual and legal basis for the alleged violation. The Enforcer(s) and the allegedly violating Party shall then meet and confer during the thirty (30) day period following the date the Notice of Violation was sent in an effort to try to reach agreement on an appropriate cure, penalty, or related attorneys' fees related to the alleged violation. After such thirty (30) day period, the Enforcer(s) may, by new action, motion, or application for an order to show cause before the Superior Court of Alameda, seek to enforce the terms and conditions contained in this Amended Consent Judgment. In any enforcement proceeding, the Court shall not be limited by this Amended Consent Judgment in fashioning remedies for failure to comply with Proposition 65, and may order compliance with Proposition 65 by reformulation, warnings, or any other method it finds compliant with the law.

5. PAYMENTS

5.1 Each Settling Defendant previously paid monetary amounts under the original Consent Judgment, which were allocated as between a civil penalty pursuant to Health & Safety Code § 25249.7(b), an additional settlement payment pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11, § 3204, and a reimbursement of a portion of CEH's reasonable attorneys' fees and costs. No further settlement payments are required in connection with this Amended Consent Judgment.

6. MODIFICATION OF AMENDED CONSENT JUDGMENT AND TERMINATION OF INJUNCTIVE RELIEF

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

6.2 **Notice; Meet and Confer**. Any Party seeking to modify this Amended Consent Judgment shall attempt in good faith to meet and confer with any affected Party during a minimum of a thirty (30) day period prior to filing a motion or stipulation to modify the Amended Consent Judgment.

7. CLAIMS COVERED AND RELEASE

7.1 This Amended Consent Judgment is a full, final, and binding resolution between CEH on behalf of itself and the public interest and each Settling Defendant and its parents, subsidiaries, affiliated entities that are under common ownership, directors, officers, employees, agents, shareholders, successors, assigns, and attorneys ("Defendant Releasees"), and all entities to which each Settling Defendant directly or indirectly distributes or sells Covered Products, including but not limited to its distributors, wholesalers, customers, retailers, franchisees, licensors, and licensees ("Downstream Defendant Releasees"), of any violation of Proposition 65 based on failure to warn about alleged exposure to CrVI contained in Covered Products that were manufactured, distributed, sold, or offered for sale by Gordini under the Carhartt brand name or by Carroll (the "Released Products") prior to May 12, 2022.

7.2 CEH, for itself, its agents, successors, and assigns, releases, waives, and forever discharges any and all claims against each Settling Defendant, its Defendant Releasees, and its Downstream Defendant Releasees arising from any violation of Proposition 65 or any other statutory or common law claims that have been or could have been asserted by CEH regarding the failure to warn about exposure to CrVI arising in connection with the Released Products prior to May 12, 2022.

7.3 Compliance with the terms of this Amended Consent Judgment by Settling Defendants shall constitute compliance with Proposition 65 by each Settling Defendant, its Defendant Releasees, and its Downstream Defendant Releasees with respect to any alleged failure to warn about CrVI in Covered Products manufactured, distributed, sold, or offered for sale by each Settling Defendant after May 12, 2022.

8. PROVISION OF NOTICE

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

Joseph Mann
Lexington Law Group
503 Divisadero Street
San Francisco, CA 94117
jmann@lexlawgroup.com

8.2 When Gordini and Carhartt are entitled to receive any notice under this Amended Consent Judgment, the notice shall be sent by first class and electronic mail to:

Joseph Green
Kelley Drye & Warren LLP
Washington Harbour, Suite 400
3050 K Street, NW
Washington, DC 20007
JGreen@KelleyDrye.com

8.3 When Carroll is entitled to receive any notice under this Amended Consent Judgment, the notice shall be sent by first class and electronic mail to:

Michael Sullivan
Womble Bond Dickinson (US) LLP
1331 Spring Street, NW
Suite 1400
Atlanta, GA 30309
Michael.Sullivan@wbd-us.com

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

9. COURT APPROVAL

9.1 This Amended Consent Judgment shall become effective when approved by the Court. CEH shall prepare and file a stipulation or motion for approval and entry of this Consent Judgment and Settling Defendants shall support such approval and entry.

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

10. GOVERNING LAW AND CONSTRUCTION

10.1 The terms of this Amended Consent Judgment shall be governed by the laws of the State of California.

11. ATTORNEYS' FEES

11.1 Should CEH prevail on any motion, application for an order to show cause, or other proceeding to enforce a violation of this Amended Consent Judgment, CEH shall be entitled to its reasonable attorneys' fees and costs incurred as a result of such motion or application. Should a Settling Defendant prevail on any motion, application for an order to show cause, or other proceeding, such Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result of such motion or application upon a finding by the Court that CEH's prosecution of the motion or application lacked substantial justification. For purposes of this Amended Consent Judgment, the term "substantial justification" shall carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, et seq.

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

12. ENTIRE AGREEMENT

12.1 This Amended Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or

implied, other than those specifically referred to in this Amended Consent Judgment have been made by any Party hereto. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein. No waiver of any of the provisions of this Amended Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof, whether or not similar, nor shall such waiver constitute a continuing waiver.

13. RETENTION OF JURISDICTION

13.1 This Court shall retain jurisdiction of this matter to implement or modify the Amended Consent Judgment.

14. SUCCESSORS AND ASSIGNS

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

15. AUTHORITY TO STIPULATE TO AMENDED CONSENT JUDGMENT

15.1 Each signatory to this Amended Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Amended Consent Judgment and to enter into and execute the Amended Consent Judgment on behalf of the Party represented and to legally bind that Party.

16. NO EFFECT ON OTHER SETTLEMENTS

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

17. EXECUTION IN COUNTERPARTS

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

IT IS SO ORDERED:

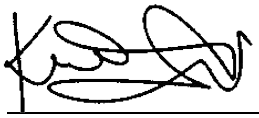
Dated: _____, 2024

_____
Judge of the Superior Court of California

IT IS SO STIPULATED:

Dated: September 24, 2024

CENTER FOR ENVIRONMENTAL HEALTH



Signature

Kizzy Charles-Guzman
Printed Name

CEO
Title

Dated: _____, 2024

GORDINI U.S.A., INC.

Signature

Printed Name

Title

IT IS SO ORDERED:

Dated: _____, 2024

_____
Judge of the Superior Court of California

IT IS SO STIPULATED:

Dated: _____, 2024

CENTER FOR ENVIRONMENTAL HEALTH

_____
Signature

_____
Printed Name

_____
Title

Dated: 09/05/2024, 2024
SEPT. 05, 2024

GORDINI U.S.A., INC.

_____
Signature

DAVID GELLIS
Printed Name

PRESIDENT
Title

Dated: September 5, 2024, 2024

CARHARTT, INC.

Signed by:
Anna Inch
B0BA24E31F5848A...

Signature

Anna Inch

Printed Name

VP/General Counsel

Title

Dated: _____, 2024

CARROLL COMPANIES, INC.

Signature

Printed Name

Title

Dated: _____, 2024

CARHARTT, INC.

_____
Signature

_____
Printed Name

_____
Title

Dated: September 10, 2024

CARROLL COMPANIES, INC.

Jo Evelyn Miller
Signature

Jo Evelyn Miller
Printed Name

CFO
Title

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 levels[1] 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.

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[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 ($KMnO_4$) 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.