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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,
a non-profit corporation,

Plaintiff,

v.

TOMMY BAHAMA GROUP, INC., *et al.*,

Defendants.

Case No. RG 19-034870

**[PROPOSED] CONSENT
JUDGMENT AS TO SPRING
FOOTWEAR CORPORATION**

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 Spring Footwear Corp. (“Settling Defendant”).
4 CEH and Settling Defendant are referred to herein together as the “Parties” or singly as a “Party.”
5 The Parties enter into this Consent Judgment to settle certain claims asserted by CEH against
6 Settling Defendant as set forth in the operative complaint in the above-captioned matter (the
7 “Action”). This Consent Judgment addresses alleged chromium exposures from footwear made
8 with leather materials. CEH asserts that leather used to make such footwear that is tanned with
9 chromium compounds can under certain circumstances expose consumers to hexavalent
10 chromium (“CrVI”), which is a chemical listed under Proposition 65 as known to the State of
11 California to cause cancer and reproductive toxicity.

12 1.2 On October 22, 2020, CEH provided a 60-day Notice of Violation under
13 California Health & Safety Code section 25249.5 *et seq.* (“Proposition 65”) to Settling Defendant,
14 the California Attorney General, the District Attorneys of every county in California, and the City
15 Attorneys of every California city with a population greater than 750,000, alleging that Settling
16 Defendant violated Proposition 65 by exposing persons to CrVI from leather footwear without
17 first providing a clear and reasonable Proposition 65 warning.

18 1.3 On September 12, 2019, CEH filed the original Complaint in the Action. On
19 January 29, 2021, CEH amended the Complaint to name Settling Defendant as a defendant in the
20 Action. On May 19, 2022, CEH filed the operative Third Amended Complaint in the Action.

21 1.4 Settling Defendant is a corporation and a person in the course of doing business as
22 such term is defined under Proposition 65.

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

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

11 **2. DEFINITIONS**

12 2.1 A “Certified Tannery” is a leather tannery that (a) produces Chrome-Tanned
13 Leather pursuant to the Reformulation Protocol and provides a certification substantially in the
14 form set forth on Exhibit A, or (b) provides a certification demonstrating that the tannery has
15 achieved certification with overall Gold rating under the Leather Working Group (LWG) Audit
16 Protocol P7.2.2 (or any subsequent higher version that is in force at the time of certification), or
17 has attained a Gold medal rating in the section “Restricted Substances, Compliance & Chromium
18 VI Management” (or any subsequent section or sections regarding CrVI management) (“LWG
19 Certification”).

20 2.2 “Chrome-Tanned Leather” means leather, other than Exotic Leather, tanned with
21 chromium compounds.

22 2.3 “Covered Products” means footwear for which normal and foreseeable use will
23 result in one or more Chrome-Tanned Leather components coming into direct contact with the
24 skin of the average user’s foot while the footwear is worn (*e.g.*, a chrome-tanned leather insole,
25 tongue, liner, unlined upper, or strap).

26 2.4 “Effective Date” means the date on which this Consent Judgment is entered by the
27 Court.

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

2.6 “Final Compliance Date” means December 31, 2025.

2.7 “Initial Compliance Date” means July 31, 2025.

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

2.9 “Reformulation Protocol” means the leather tanning protocol set forth on Exhibit B.

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

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

3. FACTUAL BACKGROUND

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

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

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

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

1 3.5 Environmental conditions that affect the oxidation and reduction of chromium
2 between CrIII and CrVI include temperature, humidity, and pH.

3 3.6 The Reformulation Protocol requires tanneries to take steps to minimize the
4 potential introduction of CrVI to leather during the tanning process for Chrome-Tanned Leather
5 and to use antioxidants that are baked into the hides during the tanning process. If a Certified
6 Tannery follows the Reformulation Protocol, the antioxidants will prevent or inhibit the oxidation
7 process such that there will not likely be detectable CrVI on the surface of the leather.

8 **4. INJUNCTIVE RELIEF**

9 4.1 **Notice to Suppliers.**

10 4.1.1 To the extent Settling Defendant has not already done so, no more than
11 sixty (60) days after the date of entry of this Consent Judgment, Settling Defendant shall provide
12 notice to each of its current Suppliers that all Chrome-Tanned Leather used to manufacture Skin
13 Contact Components of Covered Products manufactured, distributed, or sold by Settling
14 Defendant must be Reformulated Leather. The notice shall request that (a) any Supplier of
15 Chrome-Tanned Leather that is a tannery used to manufacture Skin Contact Components provide
16 to Settling Defendant either (i) a certification in the form of Exhibit A, or (ii) an LWG
17 Certification; (b) any Supplier of Chrome-Tanned Leather or finished product that is not a tannery
18 obtain from its supplier(s) of Chrome-Tanned Leather used to manufacture Skin Contact
19 Components of Covered Products either (i) a certification in the form of Exhibit A, or (ii) an
20 LWG Certification; and (c) all Suppliers retain certifications for Chrome-Tanned Leather for a
21 period of at least five (5) years and, to the extent not already provided, produce them upon written
22 request of Settling Defendant.

23 4.1.2 Prior to or coincident with ordering any Skin Contact Components or
24 Covered Products from a new Supplier or a Supplier who has not received a notice from Settling
25 Defendant under Section 4.1.1 within five (5) years of the date of such order, Settling Defendant
26 shall provide a notice to such Supplier, consistent with Section 4.1.1.

1 4.1.3 Any written notice sent pursuant to this Section shall include the written
2 Tannery Certification and Reformulation Protocol set forth in Exhibits A and B. The written
3 notice attached hereto as Exhibit C is deemed to comply with the requirements of this Section.

4 **4.2 Reformulation.**

5 **4.2.1 Phased Compliance Timeline.**

6 (a) After the Initial Compliance Date, Settling Defendant shall ensure
7 that all of the Chrome-Tanned Leather used to manufacture Skin Contact Components of at least
8 seventy-five percent (75%) of Covered Products purchased or manufactured by Settling
9 Defendant that Settling Defendant knows or has reason to believe may be sold or offered for sale
10 by Settling Defendant or any entity downstream of Settling Defendant in California is
11 Reformulated Leather.

12 (b) After the Final Compliance Date, and subject to Section 4.3,
13 Settling Defendant shall ensure that all of the Chrome-Tanned Leather used to manufacture Skin
14 Contact Components of Covered Products purchased or manufactured by Settling Defendant that
15 Settling Defendant knows or has reason to believe may be sold or offered for sale by Settling
16 Defendant or any entity downstream of Settling Defendant in California is Reformulated Leather.

17 (c) Settling Defendant's compliance with this Section 4.2.1 shall be
18 determined by the number of styles of Covered Products that contain only Skin Contact
19 Components supplied by a Certified Tannery divided by the total number of styles of Covered
20 Products. Settling Defendant shall be entitled to rely on Supplier certifications to demonstrate
21 compliance with this Section 4.2.1.

22 4.2.2 If Settling Defendant is unable to comply with the requirements of Section
23 4.2.1 for the Initial Compliance Date, then within thirty (30) days of such date, as applicable, it
24 shall serve on CEH a report detailing the extent of its compliance with such requirement, and the
25 circumstances that prevented compliance with such requirement.

26 **4.3 Warnings.** After the Final Compliance Date, Settling Defendant may utilize Skin
27 Contact Components that were not supplied by a Certified Tannery, but only as set forth in this
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1 Section. If Settling Defendant makes a determination that it is not “feasible” to obtain Skin
2 Contact Components from a Certified Tannery, it may proceed under this Section for such
3 Covered Product.

4 4.3.1 The term “feasible” includes, but is not limited to, consideration of the
5 following factors:

6 (a) the availability of Chrome-Tanned Leather from Certified
7 Tanneries;

8 (b) the cost of Chrome-Tanned Leather and resulting increase in
9 manufacturers’ prices resulting from the use of leather from Certified Tanneries, which factor
10 includes the geographic proximity of the factory producing the Covered Product and any Certified
11 Tannery that can produce the leather used in the Covered Product; and

12 (c) the availability, cost, and performance and aesthetic characteristics
13 of non-Chrome-Tanned Leather that could substitute for Chrome-Tanned Leather in Skin Contact
14 Components of Covered Products;

15 4.3.2 Settling Defendant may not sell a Covered Product that it knows or has
16 reason to believe may be sold or offered for sale in California by Settling Defendant or any entity
17 downstream of Settling Defendant for which it has made a determination that is not “feasible” to
18 obtain Skin Contact Components from a Certified Tannery unless such Covered Product is
19 labeled with a Clear and Reasonable Warning.

20 (a) A Clear and Reasonable Warning under this Consent Judgment
21 shall state:



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

26 The word “**WARNING**” shall be displayed in all capital letters and bold print and shall be
27 preceded by the yellow warning triangle symbol depicted above, provided however, the symbol

1 may be printed in black and white if the Covered Product label is produced without using the
2 color yellow. This warning statement shall be prominently displayed on the outer packaging or
3 tag of the Covered Product and shall be displayed with such conspicuousness, as compared with
4 other words, statements, or designs, as to render it likely to be seen, read, and understood by an
5 ordinary individual prior to sale. Where a sign or label used to provide a warning includes
6 consumer information about a product in a language other than English, the warning shall also be
7 provided in that language in addition to English.

8 (b) For online and catalog sales, if Settling Defendant provides
9 warnings pursuant to this Section, it shall (i) ensure that Clear and Reasonable Warnings under
10 Section 4.3.2 are provided for Covered Products that the Settling Defendant sells online to
11 consumers in California, and (ii) provide the warning language required in Section 4.3.2 to any
12 customers whom it knows or has reason to believe are offering the Settling Defendant's Covered
13 Products for which a warning is required for sale online to consumers in California. Settling
14 Defendant shall also revise any product catalogs printed after the Final Compliance Date to
15 include the warning language required in Section 4.3.2 for each Covered Product identified in the
16 catalog that requires a Clear and Reasonable Warning pursuant to this Section. For internet,
17 catalog, or any other sale where the consumer is not physically present, the warning statement
18 shall be displayed in such a manner that it is likely to be read and understood by an ordinary
19 individual prior to the authorization of or actual payment.

20 4.3.3 If Settling Defendant provides a warning pursuant to the feasibility option
21 of this Section, it shall provide a detailed written report to CEH within forty-five (45) days of the
22 end of each calendar year regarding the use of the feasibility warnings, the units covered, and the
23 specific factual basis for the feasibility finding. This reporting obligation shall terminate five (5)
24 years after the Effective Date.

25 4.3.4 Settling Defendant may not make use of the feasibility warnings set forth
26 in this Section on more than the Allowed Warning Percentage of the styles of Covered Products
27 shipped to California or to customers which Settling Defendant knows or has reason to believe
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1 will offer for sale to customers in California in any particular year. The “Allowed Warning
2 Percentage” shall be thirty-three percent (33%) in the first and second years after the Final
3 Compliance Date, seventeen percent (17%) in the third year after the Final Compliance Date, and
4 five percent (5%) thereafter.

5 **4.4 Document Retention Requirements.** All certifications, Supplier notifications,
6 feasibility documents, and other documents referenced in this Section 4 shall be retained by
7 Settling Defendant for four (4) years from the date of creation and made available to CEH upon
8 written request not more than once per calendar year, commencing on the Final Compliance Date
9 until the seventh (7th) anniversary of the Effective Date.

10 **5. ENFORCEMENT**

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

25 **5.2 Notice of Violation Regarding Failure to Comply with Section 4.2.**

26 **5.2.1** If an Enforcer serves a Notice of Violation that alleges a violation of the
27 reformulation requirements set forth in Section 4.2, it shall identify the Covered Product and the
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1 Skin Contact Components that the Enforcer contends were not produced by a Certified Tannery
2 pursuant to the Reformulation Protocol, along with the evidentiary support for such claim.

3 5.2.2 Settling Defendant shall serve its response to a Notice of Violation served
4 under Section 5.2.1 within thirty (30) days of receipt of the Notice, unless extended by agreement.
5 The response shall include any certification and documentation sufficient to demonstrate that the
6 Skin Contact Components of the Covered Product that were the subject of the Notice of Violation
7 were produced by a Certified Tannery.

8 (a) If Settling Defendant's response demonstrates that: (a) the Skin
9 Contact Components identified in the Notice were produced by a tannery that was a Certified
10 Tannery at the time of production; or (b) the Notice of Violation identifies the same Covered
11 Product or Covered Products differing only in size that have been the subject of another Notice of
12 Violation within the preceding twelve (12) months, the Enforcer shall take no further action. If
13 the Enforcer contends that Settling Defendant's response does not satisfy the provisions of this
14 Section, the Enforcer shall within thirty (30) days of receipt of Defendant's response notify
15 Settling Defendant of the basis for its contention, the Notice shall be deemed contested, and the
16 Parties shall proceed under Section 5.2.4.

17 (b) If Settling Defendant does not serve a response within thirty (30)
18 days of receipt of the Notice, it shall be deemed to contest the Notice and the Parties shall proceed
19 under Section 5.2.4.

20 5.2.3 If Settling Defendant elects not to contest a Notice of Violation served
21 under Section 5.2.1, Settling Defendant shall do the following:

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

3 (b) For Notices of Violation served on Settling Defendant after the first
4 uncontested Notice of Violation, within ninety (90) days after serving its response to the Notice
5 of Violation, Settling Defendant shall either (i) withdraw the Covered Product from sale in
6 California and direct customers to withdraw the Covered Product from sale in California; or (ii)
7 provide a clear and reasonable warning pursuant to Section 4.3.2 for Covered Products sold by
8 Settling Defendant in California and instruct any customers to provide such warning.

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

13 5.2.4 If any dispute arises relating to the sufficiency of any information provided
14 by an Enforcer or Settling Defendant pursuant to this Section 5.2, or if Settling Defendant elects
15 to contest a Notice of Violation, the Parties shall meet and confer as required by Section 5.1
16 before filing any motion, application, or request for an order with the court. Settling Defendant
17 may at any time during the meet and confer process and prior to the Enforcer filing any motion,
18 application, or request for an order with the court, notify the Enforcer that Settling Defendant no
19 longer contests the Notice and that Settling Defendant elects to proceed pursuant to Section 5.2.3.

20 **6. PAYMENTS**

21 6.1 **Payments by Settling Defendant.** Settling Defendant shall pay the total sum of
22 \$50,000 as a settlement payment as further set forth in this Section according to the following
23 schedule:

24 (a) \$15,000 within ten (10) business days after the entry of an order approving this
25 Consent Judgment (the "Initial Payment Date");

26 (b) \$5,000 within three (3) months after the Initial Payment Date;

27 (c) \$5,000 within six (6) months after the Initial Payment Date;

- 1 (d) \$5,000 within nine (9) months after the Initial Payment Date;
2 (e) \$5,000 within twelve (12) months after the Initial Payment Date; and
3 (f) \$15,000 within fifteen (15) months after the Initial Payment Date.

4 In the event that Settling Defendant renders timely payment of the \$35,000 sum set forth in
5 subparagraphs (a) through (e) above within twelve (12) months after the Initial Payment Date,
6 Settling Defendant shall no longer be required to make the additional \$15,000 payment set forth
7 in subparagraph (f). CEH's waiver of its entitlement to the additional payment in subparagraph
8 (f) is in express consideration of timely payment rendered under subparagraphs (a) through (e).

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

17 **6.2.1** As part of the settlement payment due on the Initial Payment Date, Settling
18 Defendant shall pay \$1,926.43 as a total civil penalty pursuant to Health & Safety Code
19 §25249.7(b). As part of each of the settlement payments set forth in subparagraphs (a) through
20 (e) of Section 6.1, Settling Defendant shall pay \$642.14 as a total civil penalty pursuant to Health
21 & Safety Code §25249.7(b). As part of the settlement payment set forth in subparagraph (f) of
22 Section 6.1, Settling Defendant shall pay \$1,926.43 as a total civil penalty pursuant to Health &
23 Safety Code §25249.7(b). Each civil penalty payment shall be apportioned in accordance with
24 Health & Safety Code §25249.12 (*i.e.*, 75% to the State of California's Office of Environmental
25 Health Hazard Assessment ("OEHHA") and 25% to CEH). Accordingly, for the settlement
26 payment due on the Initial Payment Date, Settling Defendant shall pay \$1,445.14 as the OEHHA
27 portion of the civil penalty payment. For each of the settlement payments set forth in
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1 subparagraphs (a) through (e) of Section 6.1, Settling Defendant shall pay \$481.71 as the
2 OEHHA portion of the civil penalty payment. For the settlement payment set forth in
3 subparagraph (f) of Section 6.1, Settling Defendant shall pay \$1,445.14 as the OEHHA portion of
4 the civil penalty payment. Each of the OEHHA penalty payments shall be remitted by check
5 made payable to OEHHA and associated with taxpayer identification number 68-0284486. Each
6 of the OEHHA penalty payments shall be delivered as follows:

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

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

15 For the settlement payment due on the Initial Payment Date, Settling Defendant shall pay \$481.29
16 as the CEH portion of the civil penalty payment. For each of the settlement payments set forth in
17 subparagraphs (a) through (e) of Section 6.1, Settling Defendant shall pay \$160.43 as the CEH
18 portion of the civil penalty payment. For the settlement payment set forth in subparagraph (f) of
19 Section 6.1, Settling Defendant shall pay \$481.29 as the OEHHA portion of the civil penalty
20 payment. Each of the CEH penalty payments shall be remitted by check made payable to the
21 Center for Environmental Health and associated with taxpayer identification number 94-3251981.
22 Each of the CEH penalty payments shall be delivered to Lexington Law Group, LLP, 503
23 Divisadero Street, San Francisco, CA 94117.

24 6.2.2 As part of the settlement payment due on the Initial Payment Date, Settling
25 Defendant shall pay \$1,442.14 as an Additional Settlement Payment (“ASP”) to CEH pursuant to
26 Health & Safety Code §25249.7(b), and California Code of Regulations, Title 11, §3204. As part
27 of each of the settlement payments set forth in subparagraphs (a) through (e) of Section 6.1,

1 Settling Defendant shall pay \$480.71 as an ASP to CEH. As part of the settlement payment set
2 forth in subparagraph (f) of Section 6.1, Settling Defendant shall pay \$1,442.14 as an ASP to
3 CEH. CEH will use these ASP funds to support CEH programs and activities that seek to educate
4 the public about toxic chemicals, including hormone disruptors such as CrVI, to work with
5 industries interested in moving toward safer alternatives, to advocate with government,
6 businesses, and communities for business practices that are safe for human health and the
7 environment, and thereby to reduce the public health impacts and risks of exposure to CrVI and
8 other toxic chemicals in consumer products sold in California. CEH shall obtain and maintain
9 adequate records to document that ASPs are spent on these activities, and CEH agrees to provide
10 such documentation to the Attorney General within thirty (30) days of any request from the
11 Attorney General. Each of the ASP payments pursuant to this Section shall be remitted by check
12 made payable to the Center for Environmental Health and associated with taxpayer identification
13 number 94-3251981. Each of these payments shall be delivered to Lexington Law Group, LLP,
14 503 Divisadero Street, San Francisco, CA 94117.

15 6.2.3 As part of the settlement payment due on the Initial Payment Date, Settling
16 Defendant shall pay \$11,631.43 as a reimbursement of a portion of CEH's reasonable attorneys'
17 fees and costs (including but not limited to expert and investigative costs). This initial attorneys'
18 fees and cost reimbursement payment shall be made in two separate checks as follows: (a) \$9,840
19 payable to the Lexington Law Group, LLP and associated with taxpayer identification number
20 88-4399775; and (b) \$1,791.43 payable to the Center for Environmental Health and associated
21 with taxpayer identification number 94-3251981. As part of each of the settlement payments set
22 forth in subparagraphs (a) through (e) of Section 6.1, Settling Defendant shall pay \$3,877.15 as a
23 reimbursement of a portion of CEH's reasonable attorneys' fees, which shall be made in two
24 separate checks as follows: (a) \$3,280 payable to the Lexington Law Group, LLP and associated
25 with taxpayer identification number 88-4399775; and (b) \$597.15 payable to the Center for
26 Environmental Health and associated with taxpayer identification number 94-3251981. As part
27 of the settlement payment set forth in subparagraph (f) of Section 6.1, Settling Defendant shall
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1 pay \$11,631.43 as a reimbursement of a portion of CEH's reasonable attorneys' fees, which shall
2 be made in two separate checks as follows: (a) \$9,840 payable to the Lexington Law Group, LLP
3 and associated with taxpayer identification number 88-4399775; and (b) \$1,791.43 payable to the
4 Center for Environmental Health and associated with taxpayer identification number 94-3251981.
5 All of these attorneys' fees and costs reimbursement payments shall be delivered to Lexington
6 Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

7 6.2.4 To summarize, in the event that Settling Defendant renders timely payment
8 of the \$35,000 sum set forth in subparagraphs (a) through (e) above within twelve (12) months
9 after the Initial Payment Date, Settling Defendant shall pay a total of \$35,000 as a settlement
10 payment, comprising \$4,495 in total civil penalties, \$3,365 in total ASP, and \$27,140 in total
11 attorneys' fees and costs reimbursement. In the event that Settling Defendant does not render
12 timely payment of the \$35,000 sum set forth in subparagraphs (a) through (e) above within twelve
13 (12) months after the Initial Payment Date, Settling Defendant shall pay an additional sum of
14 \$15,000 as a settlement payment, comprising \$1,926.43 in total civil penalties, \$1,442.14 in total
15 ASP, and \$11,631.43 in total attorneys' fees and costs reimbursement. Settling Defendant shall
16 deliver checks made out to the payees in the amounts set forth below by the dates set forth below:

Payee	Type	Amount	Deliver To
<i>Due By the Initial Payment Date</i>			
OEHHA	Penalty	\$ 1,445.14	OEHHA per §6.2.1
Center for Environmental Health	Penalty	\$ 481.29	LLG
Center for Environmental Health	ASP	\$ 1,442.14	LLG
Lexington Law Group, LLP	Fees and Costs	\$ 9,840.00	LLG
Center for Environmental Health	Fees and Costs	\$ 1,791.43	LLG
<i>Due By Three (3) Months After the Initial Payment Date</i>			
OEHHA	Penalty	\$ 481.71	OEHHA per §6.2.1
Center for Environmental Health	Penalty	\$ 160.43	LLG

Payee	Type	Amount	Deliver To
Center for Environmental Health	ASP	\$ 480.71	LLG
Lexington Law Group, LLP	Fees and Costs	\$ 3,280.00	LLG
Center for Environmental Health	Fees and Costs	\$ 597.15	LLG
<i>Due By Six (6) Months After the Initial Payment Date</i>			
OEHHA	Penalty	\$ 481.71	OEHHA per §6.2.1
Center for Environmental Health	Penalty	\$ 160.43	LLG
Center for Environmental Health	ASP	\$ 480.71	LLG
Lexington Law Group, LLP	Fees and Costs	\$ 3,280.00	LLG
Center for Environmental Health	Fees and Costs	\$ 597.15	LLG
<i>Due By Nine (9) Months After the Initial Payment Date</i>			
OEHHA	Penalty	\$ 481.71	OEHHA per §6.2.1
Center for Environmental Health	Penalty	\$ 160.43	LLG
Center for Environmental Health	ASP	\$ 480.71	LLG
Lexington Law Group, LLP	Fees and Costs	\$ 3,280.00	LLG
Center for Environmental Health	Fees and Costs	\$ 597.15	LLG
<i>Due By Twelve (12) Months After the Initial Payment Date</i>			
OEHHA	Penalty	\$ 481.71	OEHHA per §6.2.1
Center for Environmental Health	Penalty	\$ 160.43	LLG
Center for Environmental Health	ASP	\$ 480.71	LLG
Lexington Law Group, LLP	Fees and Costs	\$ 3,280.00	LLG
Center for Environmental Health	Fees and Costs	\$ 597.15	LLG
<i>Due By Fifteen (15) Months After the Initial Payment Date (if payment of the sum in Section 6.1, subparagraphs (a) through (e) not timely made)</i>			
OEHHA	Penalty	\$ 1,445.14	OEHHA per §6.2.1
Center for Environmental Health	Penalty	\$ 481.29	LLG
Center for Environmental Health	ASP	\$ 1,442.14	LLG

Payee	Type	Amount	Deliver To
Lexington Law Group, LLP	Fees and Costs	\$ 9,840.00	LLG
Center for Environmental Health	Fees and Costs	\$ 1,791.43	LLG

6.3 **Failure to Comply With Payment Obligations.** Notwithstanding the provisions of the Enforcement of Judgments Law and Code of Civil Procedure §780.160, in the event that Settling Defendant does not comply fully with its payment obligations under this Section 6, in addition to any other enforcement mechanism available to CEH, CEH may seek an order requiring Settling Defendant to submit to a debtor's examination in the Alameda County Superior Court. Settling Defendant shall be entitled to appear at such a debtor's examination remotely, subject to the approval of the Alameda County Superior Court; however, CEH shall not object to such a remote appearance. In the event that Settling Defendant fails to submit to any such debtor's examination ordered by the Court, CEH may seek an order holding Settling Defendant in contempt of Court.

7. MODIFICATION OF CONSENT JUDGMENT

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

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

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

8. CLAIMS COVERED AND RELEASE

8.1 The Parties enter into this Consent Judgment as a full and final settlement of all claims arising under Proposition 65 relating to alleged exposure to CrVI from footwear made

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

14 8.2 Provided that Settling Defendant has complied with Section 6 hereof, CEH, for
15 itself, its agents, successors, and assigns, releases, waives, and forever discharges any and all
16 claims against Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees
17 arising from any violation of Proposition 65 or any other statutory or common law claims that
18 have been or could have been asserted by CEH regarding the failure to warn about exposure to
19 CrVI arising in connection with Released Products manufactured, distributed, sold, or offered for
20 sale by Settling Defendant prior to the Final Compliance Date.

21 8.3 Provided that Settling Defendant has complied with Section 6 hereof, compliance
22 with the terms of this Consent Judgment by Settling Defendant shall constitute compliance with
23 Proposition 65 by Settling Defendant, Defendant Releasees, and Downstream Defendant
24 Releasees with respect to any alleged failure to warn about CrVI in Released Products
25 manufactured, distributed, sold, or offered for sale by Settling Defendant after the Effective Date,
26 except as to any Downstream Defendant Releasee that fails to provide a warning provided to said
27 entity pursuant to Section 4.3 in a manner consistent with such Section.

1 **9. PROVISION OF NOTICE**

2 9.1 When CEH is entitled to receive any notice under this Consent Judgment, the
3 notice shall be sent by first class and electronic mail to:

4 Joseph Mann
5 Lexington Law Group, LLP
6 503 Divisadero Street
7 San Francisco, CA 94117
8 jmann@lexlawgroup.com

9 9.2 When Settling Defendant is entitled to receive any notice under this Consent
10 Judgment, the notice shall be sent by first class and electronic mail to:

11 David Ben Zikry, CEO
12 Spring Footwear Corp.
13 1001 West McNab Road
14 Pompano Beach, FL 33069
15 david@springfootwear.com

16 9.3 Any Party may modify the person and address to whom the notice is to be sent by
17 sending the other Party notice by first class or electronic mail.

18 **10. COURT APPROVAL**

19 10.1 This Consent Judgment shall become effective when approved by the Court. CEH
20 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
21 shall support approval of such Motion.

22 10.2 If this Consent Judgment is not entered by the Court, it shall be of no further force
23 or effect and shall not be introduced into evidence or otherwise used in any proceeding for any
24 purpose.

25 **11. GOVERNING LAW AND CONSTRUCTION**

26 11.1 The terms of this Consent Judgment shall be governed by the laws of the State of
27 California.

28 **12. ATTORNEYS' FEES**

 12.1 Should CEH prevail on any motion, application for an order to show cause, or
other proceeding related to this Consent Judgment, CEH shall be entitled to its reasonable

1 attorneys' fees and costs incurred as a result of such motion or application. Should Settling
2 Defendant prevail on any such motion, application for an order to show cause, or other
3 proceeding related to this Consent Judgment, Settling Defendant may be awarded its reasonable
4 attorneys' fees and costs as a result of such motion or application upon a finding by the Court that
5 CEH's prosecution of the motion or application lacked substantial justification.

6 12.2 Nothing in this Section 12 shall preclude a Party from seeking an award of
7 sanctions pursuant to law.

8 **13. ENTIRE AGREEMENT**

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

22 **14. RETENTION OF JURISDICTION**

23 14.1 This Court shall retain jurisdiction of this matter to implement or modify the
24 Consent Judgment.

1 **15. SUCCESSORS AND ASSIGNS**

2 15.1 This Consent Judgment shall apply to and be binding upon CEH and Settling
3 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or
4 assigns of any of them.

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

6 16.1 Each signatory to this Consent Judgment certifies that they are fully authorized by
7 the Party they represent to stipulate to this Consent Judgment and to enter into and execute the
8 Consent Judgment on behalf of the Party represented and to legally bind that Party.

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

10 17.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
11 against an entity that is not Settling Defendant on terms that are different from those contained in
12 this Consent Judgment.

13 **18. EXECUTION IN COUNTERPARTS**

14 18.1 The stipulations to this Consent Judgment may be executed in counterparts
15 and by means of portable document format (pdf), which taken together shall be deemed to
16 constitute one document.

17
18 **IT IS SO STIPULATED:**

19
20 Dated: July 21, 2025

**CENTER FOR ENVIRONMENTAL
HEALTH**

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22 

23 _____
Signature

24 Kizzy Charles-Guzman

25 _____
Printed Name

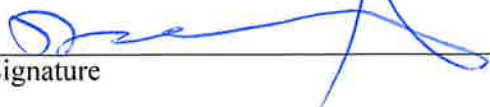
26 CEO

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Title

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Dated: 7-14-2025, 2025

SPRING FOOTWEAR CORP.


Signature

DAVID Ben-zikry
Printed Name

owner
Title

IT IS SO ORDERED:

Dated: _____, 2025

Judge of the Superior Court

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EXHIBIT A

Tannery Certification

**EXHIBIT A
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 B to the Consent Judgment in *Center for Environmental Health v. Tommy Bahama Group, Inc., et al.*, Case No. RG 19-034870, 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: _____

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EXHIBIT B

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 products sold in California. Settling Defendant shall be required to comply with the terms of the Protocol prior to manufacturing or processing leather footwear 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.

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EXHIBIT C

Form of Notice to Suppliers

EXHIBIT C
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 is 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 is 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.