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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,

Plaintiff,

v.

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

Defendant.

Case No. RG 19-029736

**[PROPOSED] CONSENT
JUDGMENT**

1 **1. INTRODUCTION**

2 1.1 The Parties to this Consent Judgment are the Center for Environmental Health, a
3 California non-profit corporation (“CEH”), and each of the Defendants listed on Exhibit A
4 (“Settling Defendants”). CEH and each Settling Defendant are referred to herein together as the
5 Parties or singly as a Party. The Parties enter into this Consent Judgment to settle certain claims
6 asserted by CEH against Settling Defendants as set forth in the operative complaint in the above-
7 captioned matter. This Consent Judgment covers gloves made with leather materials that are
8 tanned with chromium compounds. CEH asserts that leather used to make gloves that are tanned
9 with chromium compounds will under foreseeable 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 Commencing on April 15, 2019, CEH issued a series of 60-day Notices of
13 Violation under California Health & Safety Code Section 25249.5 *et seq.* (“Proposition 65”) to
14 each of the Settling Defendants, the California Attorney General, the District Attorneys of every
15 county in California and the City Attorneys of every California city with a population greater than
16 750,000, alleging that Settling Defendants violated Proposition 65 by exposing persons to CrVI
17 from Covered Products without first providing a clear and reasonable Proposition 65 warning.

18 1.3 On August 2, 2019, CEH filed the initial Complaint in the above-captioned matter.
19 On May 19, 2022, CEH filed the operative First Amended Complaint (the “Complaint”).

20 1.4 Each Settling Defendant is a business entity that is also a person in the course of
21 doing business as such term is defined under Proposition 65.

22 1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court
23 has jurisdiction over the allegations of violations contained in the Complaint and personal
24 jurisdiction over each Settling Defendant as to the acts alleged in the Complaint, that venue is
25 proper in the County of Alameda, and that this Court has jurisdiction to enter and enforce this
26 Consent Judgment as a full and final resolution of all claims which were or could have been
27 raised in the Complaint based on the facts alleged therein with respect to Covered Products sold
28 by Settling Defendants.

1 1.6 Nothing in this Consent Judgment is or shall be construed as an admission by the
2 Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with
3 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
4 conclusion of law, issue of law or violation of law. Nothing in this Consent Judgment shall
5 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
6 other pending or future legal proceedings. This Consent Judgment is the product of negotiation
7 and compromise and is accepted by the Parties solely for purposes of settling, compromising and
8 resolving issues disputed in this Action.

9 **2. DEFINITIONS**

10 2.1 “Covered Products” means gloves made with leather materials that are tanned with
11 chromium compounds (“Chrome-Tanned Leather”) and that are subject to Proposition 65.

12 2.2 “Effective Date” means the date on which this Consent Judgment is entered by the
13 Court.

14 2.3 “Prolonged Skin Contact Covered Product” means a Covered Product for which
15 normal and foreseeable use will result in one or more chrome-tanned leather components coming
16 into direct contact with the skin of the average user’s hand while the gloves are worn (*e.g.*, an
17 unlined glove, or one that is lined with chrome-tanned leather). A list of all Prolonged Skin
18 Contact Covered Products currently offered for sale by each Settling Defendant is included in
19 Exhibit A for each Settling Defendant.

20 2.4 “Reformulation Event” means the earlier of: (a) a court-approved Consent
21 Judgment chosen by CEH between CEH and one or more defendants that continue to sell gloves
22 with Chrome-Tanned Leather in California that includes injunctive provisions establishing
23 conditions under which Prolonged Skin Contact Covered Products may continue to be sold
24 without a warning under Proposition 65 (a “Reformulation Standard”), or (b) a final judgment in
25 favor of CEH that sets forth a Reformulation Standard governing Prolonged Skin Contact
26 Covered Products.

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1 2.5 “Termination Event” means a final judgment adverse to CEH that is based on a
2 determination that Prolonged Skin Contact Covered Products do not require a warning for
3 exposure to CrVI under Proposition 65.

4 **3. INJUNCTIVE RELIEF**

5 3.1 **Clear and Reasonable Warnings- Interim Warnings.**

6 3.1.1 **Product Labeling.** No later than 90 days after the Effective Date, no
7 Settling Defendant shall manufacture, import or purchase any Prolonged Skin Contact Covered
8 Product that will be sold by such Settling Defendant or any entity downstream of such Settling
9 Defendant in California unless it is labeled prior to sale in California with a Clear and Reasonable
10 Warning that complies with the provisions of this Section 3.1 and Title 27 California Code of
11 Regulations section 25601, *et seq.* No later than 180 days after the Effective Date, no Settling
12 Defendant shall distribute, ship or sell any Prolonged Skin Contact Covered Product that will be
13 sold by such Settling Defendant or any entity downstream of such Settling Defendant in
14 California unless it is labeled with a Clear and Reasonable Warning that complies with the
15 provisions of this Section 3.1 and Title 27 California Code of Regulations section 25601, *et seq.*
16 Covered Products already in the stream of commerce within 90 days after the effective date need
17 not be recalled or labeled to meet the requirements of this Consent Judgment.

18 3.1.2 **Warning Language.** A Clear and Reasonable Warning under this
19 Agreement shall state:



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

25 or:



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

28 The word “**WARNING**” shall be displayed in all capital letters and bold print and shall be
preceded by the yellow warning triangle symbol depicted above, provided however, the symbol
may be printed in black and white if the Covered Product label is produced without using the

1 color yellow. This warning statement shall be prominently displayed on the outer packaging or
2 tag of the Covered Product and shall be displayed with such conspicuousness, as compared with
3 other words, statements or designs as to render it likely to be seen, read and understood by an
4 ordinary individual prior to sale. A Settling Defendant who, prior to the Effective Date, provided
5 a clear and reasonable warning that refers to chromium (hexavalent compounds) (instead of
6 “hexavalent chromium”) may use such warnings until any existing supply is exhausted but may
7 not order Covered Products or packaging with such warning language after the Effective Date.

8 3.1.3 Online and Catalog Sales.

9 3.1.3.1 No later than 90 days after the Effective Date, each Settling
10 Defendant shall (i) ensure that Clear and Reasonable Warnings under Section 3.1 are provided for
11 Prolonged Skin Contact Covered Products that the Settling Defendant sells online to consumers in
12 California, and (ii) provide the warning language required in Section 3.1 to any customers whom
13 it knows or has reason to believe are offering the Settling Defendants’ Prolonged Skin Contact
14 Covered Products for sale online to consumers in California. Settling Defendants shall also revise
15 any product catalogs printed after the Effective Date to include the warning language required in
16 Section 3.1 for each Prolonged Skin Contact Covered Product identified in the catalog.

17 3.1.3.2 For internet, catalog or any other sale where the consumer is not
18 physically present, the warning statement shall be displayed in such a manner that it is likely to be
19 read and understood by an ordinary individual prior to the authorization of or actual payment.

20 3.1.4 Future Changes to Warning Regulations. The Parties agree that the
21 specifications for Clear and Reasonable Warnings in this Consent Judgment comply with
22 Proposition 65 and its regulations as of the date of this Consent Judgment. If modifications or
23 amendments to the warning provisions of Proposition 65 or its regulations after the Effective Date
24 are inconsistent with, or provide warning specifications or options different from, the
25 specifications in this Consent Judgment, a Settling Defendant may comply with Section 3.1.2 by
26 providing warnings that conform to the modified or amended provisions of Proposition 65 or its
27 regulations as set forth below.

28

1 3.1.4.1 At least 30 days before selling or distributing any Covered
2 Products with such modified warnings, the Settling Defendant shall provide notice to CEH. If
3 CEH objects to the proposed modified warnings, it shall meet and confer with the Settling
4 Defendant. If, after 30 days, the Parties have not resolved CEH’s objection, the Settling
5 Defendant may move for an order modifying the requirements of Section 3.1.2 and Settling
6 Defendant shall not implement or use any modified warnings until such order is entered by the
7 Court.

8 3.1.4.2 CEH may seek to modify the requirements of Section 3.1.2 as to
9 one or more Settling Defendants based on any amendment to the warning provisions of
10 Proposition 65 or its implementing regulations after the Effective Date. CEH shall provide notice
11 to Settling Defendants of its intent to seek such a modification, and shall meet and confer with
12 Settling Defendants on the proposed revisions to Section 3.1.2 for a period of no less than 30
13 days. If the Parties do not agree to a resolution of CEH’s proposed modification to Section 3.1.2,
14 then CEH may move for an order modifying Section 3.1.2.

15 3.1.4.3 The prevailing party in any motion brought pursuant to Sections
16 3.1.4.1 or 3.1.4.2 shall be awarded its reasonable attorneys’ fees and costs upon a finding by the
17 Court that the opposing party’s position lacked substantial justification. For purposes of this
18 Consent Judgment, the term substantial justification shall carry the same meaning as used in the
19 Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, et seq.

20 **3.2 Election to Reformulate or Warn Permanently.** Within forty-five (45) days of a
21 Reformulation Event, CEH shall provide written notice of such event to each Settling Defendant
22 (the “Reformulation Notice”). The Reformulation Notice shall include proposed modifications to
23 this Consent Judgment that would incorporate the Reformulation Standard.

24 3.2.1 Within forty-five (45) days of receipt of the Reformulation Notice from
25 CEH, each Settling Defendant shall serve on CEH a Notice of Election that will indicate that the
26 Settling Defendant either:

27 3.2.1.1 Agrees to the Reformulation Standard as to such Settling
28 Defendant that was included in the Reformulation Notice. Upon service of a Notice of Election,

1 CEH and any such Settling Defendant shall meet and confer in good faith to address any issues
2 regarding the proposed modified Consent Judgment and to effectuate Court approval of any
3 agreed-upon modifications to the Consent Judgment under Section 6. If CEH and any Settling
4 Defendant do not execute a mutually agreeable modified Consent Judgment within 45 days of
5 service of the Notice of Election, or extension of such deadline agreed to in writing by CEH and
6 such Settling Defendant, the Notice of Election shall be deemed an election to permanently warn
7 under Section 3.2.1.2. After execution of a modified Consent Judgment, CEH and Settling
8 Defendant shall submit the modified Consent Judgment to the Court for approval. Upon
9 approval, this Consent Judgment shall be deemed amended to remove such Settling Defendant as
10 a Party and such Settling Defendant shall thereafter be subject to the terms of the modified
11 Consent Judgment.

12 3.2.1.2 Elects to permanently be bound by the warning requirements of
13 Section 3.1. A Settling Defendant that elects to permanently warn shall include with its Notice of
14 Election the Permanent Warning Payment set forth in Exhibit A for that Settling Defendant, which
15 shall be disbursed as set forth on Exhibit A.

16 **3.3 Subsequent Modification to Incorporate Reformulation Standard.**

17 Notwithstanding an election under Section 3.2.1.2, at any time after a Reformulation Event, a
18 Settling Defendant may seek modification of this Consent Judgment pursuant to Section 6. Such
19 modification shall not entitle the Settling Defendant to a refund of its Permanent Warning
20 Payment under Section 3.2.1.2 (or any payment under Section 5).

21 **4. ENFORCEMENT**

22 4.1 **Enforcement Procedures.** Either Party may by motion or application for an order
23 to show cause before this Court seek to enforce the terms of this Consent Judgment. Prior to
24 filing any such motion or application, a Party seeking to enforce shall provide the allegedly
25 violating Party with a written notice setting forth the detailed factual and legal basis for the
26 alleged violation (“Notice of Violation”). The Parties shall then meet and confer during the thirty
27 (30) day period following the date the Notice of Violation was sent in an effort to try to reach
28 agreement on an appropriate cure, penalty or related attorneys’ fees related to the alleged

1 violation. After such thirty (30) day period, the Party seeking to enforce may, by motion, or order
2 to show cause before the Superior Court of Alameda, seek to enforce the terms and conditions
3 contained in this Consent Judgment.

4 **5. PAYMENTS**

5 5.1 **Payments by Settling Defendant.** On or before ten (10) business days after
6 notice of the entry of this Consent Judgment and receipt of Forms W-9 for all payees, each
7 Settling Defendant shall pay the total sum set forth on Exhibit A for that Settling Defendant as a
8 settlement payment as further set forth in this Section.

9 5.2 **Allocation of Payments.** The total settlement amount shall be paid in five (5)
10 separate checks in the amounts specified for each Settling Defendant on Exhibit A and delivered
11 as set forth below. Any failure by a Settling Defendant to comply with the payment terms herein
12 shall be subject to a stipulated late fee to be paid by such Settling Defendant in the amount of
13 \$100 for each day the full payment is not received after the applicable payment due date set forth
14 in Section 5.1. The late fees required under this Section shall be recoverable, together with
15 reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 4 of this
16 Consent Judgment. The funds paid by Settling Defendants shall be allocated as set forth below
17 between the following categories and made payable as follows:

18 5.3 Each Settling Defendant shall pay the civil penalty amounts set forth in Exhibit A
19 for that Settling Defendant as a civil penalty pursuant to Health & Safety Code §25249.7(b). The
20 civil penalty payment shall be apportioned in accordance with Health & Safety Code §25249.12
21 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard
22 Assessment ("OEHHA")). Accordingly, Settling Defendant shall pay the OEHHA portion of the
23 civil penalty payment set forth in Exhibit A for that Settling Defendant by check made payable to
24 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be
25 delivered as follows:

26 For United States Postal Service Delivery:
27 Attn: Mike Gyurics
28 Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment

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P.O. Box 4010, MS #19B
Sacramento, CA 95812-4010

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

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

5.3.2 Each Settling Defendant shall pay the amount set forth in Exhibit A for that Settling Defendant as an Additional Settlement Payment (“ASP”) to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH will use these funds to support CEH programs and activities that seek to educate the public about toxic chemicals, including hormone disruptors such as hexavalent chromium, work with industries interested in moving toward safer alternatives, advocate with government, businesses, and communities for business practices that are safe for human health and the environment, and thereby reduce the public health impacts and risks of exposure to hexavalent chromium and other toxic chemicals in consumer products sold in California. CEH shall obtain and maintain adequate records to document that ASPs are spent on these activities and CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any request from the Attorney General. The payments pursuant to this Section shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. These payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

1 5.3.3 Each Settling Defendant shall pay the amount set forth in Exhibit A for that
2 Settling Defendant as a reimbursement of a portion of CEH’s reasonable attorneys’ fees and costs
3 (including but not limited to expert and investigative costs). The attorneys’ fees and cost
4 reimbursement shall be made in two separate checks in the amounts set forth on Exhibit A for that
5 Settling Defendant as follows: (a) a check payable to the Lexington Law Group and associated
6 with taxpayer identification number 94-3317175; and (b) a check payable to the Center For
7 Environmental Health and associated with taxpayer identification number 94-3251981. Both of
8 these payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco,
9 CA 94117.

10 5.3.4 A summary of the payments to be made by each Settling Defendant is set
11 forth on Exhibit A for each Settling Defendant including the specific payees, amounts and
12 delivery entity for each check.

13 **6. MODIFICATION OF CONSENT JUDGMENT AND TERMINATION OF**
14 **INJUNCTIVE RELIEF**

15 6.1 **Modification.** This Consent Judgment may be modified from time to time by
16 express written agreement of the Parties to which any such modification would apply, with the
17 approval of the Court, or by an order of this Court upon motion and in accordance with law.

18 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
19 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
20 modify the Consent Judgment.

21 6.3 **Termination.**

22 6.3.1 Within 45 days of a Termination Event, a Settling Defendant may give
23 notice to CEH of that Termination Event with a proposed order terminating the injunctive
24 provisions of this Consent Judgment as to such Settling Defendant (Termination Order) in a
25 manner consistent with the judgment causing the Termination Event. Within 30 days of receiving
26 such notice, CEH shall serve a response to the notice indicating whether it consents to the
27 proposed Termination Order. If the Parties do not agree on the terms of the proposed Termination
28 Order, the Parties shall meet and confer to attempt to reach agreement on termination of the

1 injunctive provisions of Section 3. If, after 30 days of CEH’s response, the Parties are unable to
2 reach agreement, the Settling Defendant may file a motion requesting modification of this
3 Consent Judgment to terminate the injunctive provisions of Section 3 in a manner consistent with
4 judgment causing the Termination Event.

5 6.4 A Settling Defendant shall not be entitled to a refund of any payments previously
6 made pursuant to Section 5 of this Consent Judgment if the Court terminates the injunctive
7 provisions of this Consent Judgment.

8 **7. CLAIMS COVERED AND RELEASE**

9 7.1 Provided that a Settling Defendant has complied with Section 5 hereof, this
10 Consent Judgment is a full, final and binding resolution between CEH on behalf of itself and the
11 public interest and such Settling Defendant and its parents, subsidiaries, affiliated entities that are
12 under common ownership, directors, officers, employees, agents, shareholders, successors,
13 assigns, and attorneys (“Defendant Releasees”), and all entities to which such Settling Defendant
14 directly or indirectly distributes or sells Covered Products, including but not limited to its
15 distributors, wholesalers, customers, retailers, franchisees, licensors and licensees (“Downstream
16 Defendant Releasees”), of any violation of Proposition 65 based on failure to warn about alleged
17 exposure to CrVI contained in Covered Products manufactured, distributed, sold or offered for
18 sale by Settling Defendant prior to the Effective Date.

19 7.2 Provided that a Settling Defendant has complied with Section 5 hereof, CEH, for
20 itself, its agents, successors and assigns, releases, waives, and forever discharges any and all
21 claims against such Settling Defendant, its Defendant Releasees, and its Downstream Defendant
22 Releasees arising from any violation of Proposition 65 or any other statutory or common law
23 claims that have been or could have been asserted by CEH individually regarding the failure to
24 warn about exposure to CrVI arising in connection with Covered Products manufactured,
25 distributed, sold or offered for sale by such Settling Defendant prior to the Effective Date.

26 7.3 Provided that a Settling Defendant has complied with Section 5 hereof,
27 compliance with the terms of this Consent Judgment by such Settling Defendant shall constitute
28 compliance with Proposition 65 by such Settling Defendant, its Defendant Releasees and its

1 Downstream Defendant Releasees with respect to any alleged failure to warn about CrVI in
2 Prolonged Skin Contact Covered Products manufactured, distributed, sold or offered for sale by
3 such Settling Defendant after the Effective Date, except as to any retailer who fails to provide an
4 internet or catalog warning provided to said retailer pursuant to Section 3.1.3.1 in a manner
5 consistent with Section 3.1.3.

6 **8. PROVISION OF NOTICE**

7 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
8 notice shall be sent by first class and electronic mail to:

9 Eric S. Somers
10 Lexington Law Group
11 503 Divisadero Street
12 San Francisco, CA 94117
13 esomers@lexlawgroup.com

14 8.2 When a Settling Defendant is entitled to receive any notice under this Consent
15 Judgment, the notice shall be sent by first class and electronic mail to the address listed on
16 Exhibit A for such Settled Defendant.

17 8.3 Any Party may modify the person and address to whom the notice is to be sent by
18 sending the other Party notice by first class and electronic mail.

19 **9. COURT APPROVAL**

20 9.1 This Consent Judgment shall become effective when approved by the Court. If
21 this Consent Judgment is not entered by the Court, it shall be of no further force or effect and
22 shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

23 **10. GOVERNING LAW AND CONSTRUCTION**

24 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
25 California.

26 **11. ATTORNEYS' FEES**

27 11.1 Should CEH prevail on any motion, application for an order to show cause, or
28 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
reasonable attorneys' fees and costs incurred as a result of such motion or application. Should

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

5 11.2 Nothing in this Section 11 shall preclude a Party from seeking an award of
6 sanctions pursuant to law.

7 **12. ENTIRE AGREEMENT**

8 12.1 This Consent Judgment contains the sole and entire agreement and understanding
9 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
10 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
11 and therein. There are no warranties, representations, or other agreements between the Parties
12 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
13 other than those specifically referred to in this Consent Judgment have been made by any Party
14 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
15 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
16 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
17 Parties hereto only to the extent that they are expressly incorporated herein. No waiver of any of
18 the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the
19 other provisions hereof whether or not similar, nor shall such waiver constitute a continuing
20 waiver.

21 **13. RETENTION OF JURISDICTION**

22 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
23 Consent Judgment.

24 **14. SUCCESSORS AND ASSIGNS.**

25 14.1 This Consent Judgment shall apply to and be binding upon CEH and each Settling
26 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or
27 assigns of any of them.

28

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

2 15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
3 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
4 execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

5 **16. NO EFFECT ON OTHER SETTLEMENTS**

6 16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
7 against an entity that is not a Settling Defendant on terms that are different from those contained
8 in this Consent Judgment.

9 **17. EXECUTION IN COUNTERPARTS**

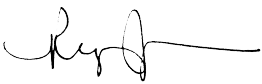
10 17.1 The stipulations to this Consent Judgment may be executed in counterparts and by
11 means of portable document format (pdf), which taken together shall be deemed to constitute one
12 document.

13
14 **IT IS SO ORDERED:**

15 Dated: _____, 2022 _____
16 Judge of the Superior Court of California

17
18 **IT IS SO STIPULATED:**

19 Dated: October 18, 2022 **CENTER FOR ENVIRONMENTAL**
HEALTH

20
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22 _____
23 Signature

24 Regina Jackson

25 Printed Name

26 Interim CEO

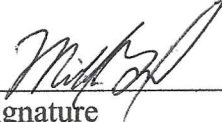
27 Title

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Dated: October 12, 2022

BRAV USA, INC. dba SWIX



Signature

Michael Bond

Printed Name

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Dated: 10/14/2022, 2022

DOLLAR GENERAL CORPORATION

DocuSigned by:
Kelly Collier
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Signature

kelly collier

Printed Name

VP, Asst. General Counsel

Title

Dated: 10/14/2022, 2022

DOLGENCORP, LLC

DocuSigned by:
Kelly Collier
A62AD34223CF482...
Signature

kelly collier

Printed Name

VP, Asst. General Counsel

Title

Dated: 10/14/2022, 2022

DOLGEN CALIFORNIA, LLC

DocuSigned by:
Kelly Collier
A62AD34223CF482...
Signature

kelly collier

Printed Name

VP, Asst. General Counsel

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Dated: 10/12, 2022

MIDWEST QUALITY GLOVES, INC.

Karen Nichols
Signature

Karen Nichols
Printed Name

Ex. V.P. + COO
Title

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EXHIBIT A

Individual Settling Defendant Information

1 Settling Defendant(s): BRAV USA, INC. dba SWIX

2 Contact Information:

3 Ryan Landis
4 CMBG3 Law
5 2049 Century Park East
6 Suite 2900
7 Los Angeles, CA 90067

7 Payment Amounts:

8 Initial Payment total: \$38,000.00
9 Allocation of Initial Payment:

10 Payee	Type	Amount	Deliver To
11 OEHHA	Penalty	\$ 3,825.00	OEHHA per Section 4.2.1
12 Center For Environmental Health	Penalty	\$ 1,275.00	LLG
13 Center For Environmental Health	ASP	\$ 3,825.00	LLG
14 Center For Environmental Health	Fees	\$ 4,550.00	LLG
15 Lexington Law Group	Fees and Costs	\$24,525.00	LLG

16 Permanent Warning Payment total pursuant to §3.2.1.2: \$9,500.00
17 Allocation of Permanent Warning Payment:

18 Payee	Type	Amount	Deliver To
19 OEHHA	Penalty	\$ 956.25	OEHHA per Section 4.2.1
20 Center For Environmental Health	Penalty	\$ 318.75	LLG
21 Center For Environmental Health	ASP	\$ 956.25	LLG
22 Center For Environmental Health	Fees	\$ 1,137.50	LLG
23 Lexington Law Group	Fees and Costs	\$ 6,131.25	LLG

24
25 List of each Prolonged Skin Contact Covered Products currently sold pursuant to §2.3 by
26 Brav USA, Inc. dba Swix:

27 Men Voldo Glove Race; Women JD2 Training Glove; Women Voldo Glove Race; Men
28 JD2 Training Glove; JD Gold Pro; Lahti Glove Women's; Lahti Glove Men's; Men JD2
Race Glove; Women JD2 Race Glove

1 Settling Defendant(s): DOLLAR GENERAL CORPORATION
2 DOLGENCORP, LLC
3 DOLGEN CALIFORNIA, LLC

4 Contact Information:

5 Ryan Landis
6 CMBG3 Law
7 2049 Century Park East
8 Suite 2900
9 Los Angeles, CA 90067

10 Payment Amounts:

11 Initial Payment total: \$55,000.00
12 Allocation of Initial Payment:

13 Payee	14 Type	15 Amount	16 Deliver To
17 OEHHA	18 Penalty	19 \$ 5,574.00	20 OEHHA per Section 4.2.1
21 Center For Environmental Health	22 Penalty	23 \$ 1,858.00	24 LLG
25 Center For Environmental Health	26 ASP	27 \$ 5,568.00	28 LLG
Center For Environmental Health	Fees	\$ 6,600.00	LLG
Lexington Law Group	Fees and Costs	\$35,400.00	LLG

Permanent Warning Payment total pursuant to §3.2.1.2: \$13,750.00
Allocation of Permanent Warning Payment:

19 Payee	20 Type	21 Amount	22 Deliver To
23 OEHHA	24 Penalty	25 \$ 1,393.50	26 OEHHA per Section 4.2.1
27 Center For Environmental Health	28 Penalty	\$ 464.50	LLG
Center For Environmental Health	ASP	\$ 1,392.00	LLG
Center For Environmental Health	Fees	\$ 1,650.00	LLG
Lexington Law Group	Fees and Costs	\$ 8,850.00	LLG

List of each Prolonged Skin Contact Covered Products currently sold pursuant to §2.3 by
DOLLAR GENERAL CORPORATION, DOLGENCORP, LLC, DOLGEN CALIFORNIA,
LLC:

Pigskin Leather Glove and Open Trails Pigskin Leather Glove

1 Settling Defendant(s): MIDWEST QUALITY GLOVES, INC.

2 Contact Information:

3 Ryan Landis
4 CMBG3 Law
5 2049 Century Park East
6 Suite 2900
7 Los Angeles, CA 90067

8 Payment Amounts:

9 Initial Payment total: \$45,000.00
Allocation of Initial Payment:

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$ 4,557.00	OEHHA per Section 4.2.1
Center For Environmental Health	Penalty	\$ 1,519.00	LLG
Center For Environmental Health	ASP	\$ 4,539.00	LLG
Center For Environmental Health	Fees and Costs	\$ 5,385.00	LLG
Lexington Law Group	Fees and Costs	\$29,000.00	LLG

16
17 Permanent Warning Payment total pursuant to §3.2.1.2: \$11,250.00
18 Allocation of Permanent Warning Payment:

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$ 1,139.25	OEHHA per Section 4.2.1
Center For Environmental Health	Penalty	\$ 379.75	LLG
Center For Environmental Health	ASP	\$ 1,134.75	LLG
Center For Environmental Health	Fees	\$ 1,346.25	LLG
Lexington Law Group	Fees and Costs	\$ 7,250.00	LLG

1 List of each Prolonged Skin Contact Covered Products currently sold pursuant to §2.3 by
 2 MIDWEST QUALITY GLOVES, INC.:

3 Split Cowhide Leather Welding Glove	Pigskin Ladies Leather Palm Gardening Glove
4 Split Cowhide Ladies Leather Palm Gardening Glove	Pigskin Leather Rosepicker Glove
5 Split Cowhide Men's Winter Lined Leather Glove	Pigskin Men's Leather Work Glove
6 Split Cowhide Ladies Winter Leather Palm Glove	Pigskin Men's Leather Palm Work Glove
7 Split Cowhide Men's Winter Lined Leather Palm Glove	Pigskin Ladies Leather Work Glove
8 Split Cowhide Ladies Leather Gardening Glove	Goatskin Ladies Leather Palm Gardening Glove
9 Split Cowhide Men's Leather Work Glove	Goatskin Men's Leather Palm Work Glove
10 Split Cowhide Men's Leather Palm Work Glove	Goatskin Men's Leather Work Glove
11 Split Cowhide Ladies Rosepicker Gloves	Goatskin Leather Palm Work Gloves
12 Split Cowhide Men's Leather Palm Work Glove	Goatskin Ladies Leather Work Glove
13 Split Cowhide Men's Winter Lined Leather Palm Glove	Split Goatskin Ladies Work Leather Palm Glove
14 Split Cowhide Ladies Work Leather Palm Glove	Buffalo Men's Leather Work Glove
15 Split Cowhide Men's Leather Choppers Mitt	Split Buffalo Men's Winter Lined Leather Choppers Mitt
16 Cowhide Men's Leather Work Glove	Buckskin Men's Leather Work Glove
17 Cowhide Men's Winter Lined Leather Glove	Elkskin Men's Leather Work Glove
18 Cowhide Leather Rosepicker Glove	Deerskin Men's Leather Work Glove
19 Cowhide Men's Leather Choppers Mitt	Sheepskin Leather Work Glove
20 Cowhide Leather Work Glove	