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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,
a non-profit corporation,

Plaintiff,

v.

THE KOOPLES BLOOM INC., *et al.*,

Defendants.

Case No. 23CV045797

**[PROPOSED] CONSENT
JUDGMENT AS TO ROBERTO
CAVALLI S.P.A.**

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 Roberto Cavalli S.p.A. (“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. This
7 Consent Judgment addresses alleged chromium exposures from footwear made with leather
8 materials. CEH asserts that leather used to make such footwear that is tanned with chromium
9 compounds can under certain circumstances expose consumers to hexavalent chromium (“CrVI”),
10 which is a chemical listed under Proposition 65 as known to the State of California to cause
11 cancer and reproductive toxicity.

12 1.2 On March 15, 2024, CEH provided a 60-day Notice of Violation under California
13 Health & Safety Code section 25249.5 *et seq.* (“Proposition 65”) to Settling Defendant, the
14 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 27, 2023, CEH filed the original Complaint in the above-captioned
19 matter. On October 3, 2024, CEH amended the Complaint to name Settling Defendant as a
20 defendant in this 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 directly or indirectly 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 or leg while the footwear is worn (*e.g.*, a Chrome-Tanned Leather
25 insole, 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.

1 2.5 “Exotic Leather” means leather that is made from hides of exotic animals such as
2 alligators, crocodiles, sharks, lizards, snakes, and ostriches.

3 2.6 “Final Compliance Date” means December 31, 2025.

4 2.7 “Initial Compliance Date” means July 31, 2025.

5 2.8 “Reformulated Leather” means Chrome-Tanned Leather that was produced
6 pursuant to the Reformulation Protocol by a Certified Tannery.

7 2.9 “Reformulation Protocol” means the leather tanning protocol set forth on Exhibit
8 B or the LWG Audit Protocol as referenced in Exhibit B and Section 2.1(b).

9 2.10 “Skin Contact Component” means a Chrome-Tanned Leather component that
10 comes into direct contact with the skin of the average user’s foot while the Covered Product is
11 being worn.

12 2.11 “Supplier” means an entity from which a Settling Defendant purchases or acquires
13 Covered Products or Chrome-Tanned Leather components used to manufacture Covered
14 Products.

15 **3. FACTUAL BACKGROUND**

16 3.1 Chromium exists in different valence states. One of those states is CrVI and
17 another is trivalent chromium, which is also known as CrIII. Neither elemental chromium nor
18 CrIII is a listed chemical under Proposition 65.

19 3.2 Chromium tanning is a process of preserving hides that uses CrIII compounds.
20 CrVI is not intentionally added to leather in the tanning process.

21 3.3 The valence state of chromium is unstable in nature. For example, CrIII will under
22 certain environmental conditions oxidize into CrVI. Likewise, CrVI will under certain
23 environmental conditions reduce into CrIII.

24 3.4 The process by which CrIII turns into CrVI is called oxidation. Certain chemicals
25 called antioxidants prevent or inhibit the oxidation process of chromium. Antioxidants can thus
26 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 Effective Date, Settling Defendant shall provide notice to each of its
12 current Suppliers of Covered Products or Chrome-Tanned Leather components used to
13 manufacture Covered Products that Settling Defendant knows or has reason to believe may be
14 sold or offered for sale by Settling Defendant or any entity downstream of Settling Defendant in
15 California that all Chrome-Tanned Leather used to manufacture Skin Contact Components of
16 Covered Products manufactured, distributed, or sold by Settling Defendant must be Reformulated
17 Leather. The notice shall request that (a) any Supplier of Chrome-Tanned Leather that is a
18 tannery used to manufacture Skin Contact Components provide to Settling Defendant either (i) a
19 certification in the form of Exhibit A, or (ii) an LWG Certification; (b) any Supplier of Chrome-
20 Tanned Leather or finished product that is not a tannery obtain from its supplier(s) of Chrome-
21 Tanned Leather used to manufacture Skin Contact Components of Covered Products either (i) a
22 certification in the form of Exhibit A, or (ii) an LWG Certification; and (c) all Suppliers retain
23 certifications for Chrome-Tanned Leather for a period of at least five (5) years and, to the extent
24 not already provided, produce them upon written request of Settling Defendant.

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

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

6 **4.2 Reformulation.**

7 **4.2.1 Phased Compliance Timeline.**

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

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

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

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

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

6 4.3.1 The term “feasible” includes, but is not limited to, consideration of the
7 following factors:

8 (a) the availability of Chrome-Tanned Leather from Certified
9 Tanneries;

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

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

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

22 (a) A Clear and Reasonable Warning under this Consent Judgment
23 shall state:



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

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

10 (b) For online and catalog sales, if Settling Defendant provides
11 warnings pursuant to this Section, it shall (i) ensure that Clear and Reasonable Warnings under
12 Section 4.3.2 are provided for Covered Products that the Settling Defendant sells online to
13 consumers in California, and (ii) provide the warning language required in Section 4.3.2.1 to any
14 customers whom it knows or has reason to believe are offering the Settling Defendant’s Covered
15 Products for which a warning is required for sale online to consumers in California. Settling
16 Defendant shall also revise any product catalogs printed after the Final Compliance Date to
17 include the warning language required in Section 4.3.2.1 for each Covered Product identified in
18 the catalog that requires a Clear and Reasonable Warning pursuant to this Section. For internet,
19 catalog, or any other sale where the consumer is not physically present, the warning statement
20 shall be displayed in such a manner that it is likely to be read and understood by an ordinary
21 individual prior to the authorization of or actual payment.

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

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

8 4.4 **Notice to Licensors.** To the extent Settling Defendant has not already done so, no
9 more than sixty (60) days after the Effective Date, Settling Defendant shall provide notice to each
10 entity that currently sells Covered Products under any brand or trademark that is owned or
11 licensed by Settling Defendant that all Chrome-Tanned Leather used to manufacture Skin Contact
12 Components of Covered Products manufactured, distributed, or sold by Settling Defendant must
13 be Reformulated Leather.

14 4.5 **Document Retention Requirements.** All certifications, Supplier notifications,
15 feasibility documents, and other documents referenced in this Section 4 shall be retained by
16 Settling Defendant for four (4) years from the date of creation and made available to CEH upon
17 written request not more than once per calendar year, commencing on the Final Compliance Date
18 until the seventh (7th) anniversary of the Effective Date.

19 **5. ENFORCEMENT**

20 5.1 **Enforcement Procedures.** Any Party or any of the public entities identified in
21 Health & Safety Code section 25249.7(c) (collectively, “Enforcers”) may by motion or
22 application for an order to show cause before this Court seek to enforce the terms of this Consent
23 Judgment. Prior to filing any such motion or application to enforce the requirements of Section 4
24 above, the Enforcer(s) shall provide the allegedly violating Party with a written notice setting
25 forth the detailed factual and legal basis for the alleged violation along with any evidentiary
26 support for the alleged violation (“Notice of Violation”). The Enforcer(s) and the allegedly
27 violating Party shall then meet and confer during the thirty (30) day period following the date the
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1 Notice of Violation was sent in an effort to try to reach agreement on an appropriate cure, penalty,
2 or related attorneys' fees related to the alleged violation. After such thirty (30) day period, the
3 Enforcer(s) may, by motion or application for an order to show cause before the Superior Court of
4 Alameda, seek to enforce the terms and conditions contained in this Consent Judgment. Nothing
5 in this Section 5.1 shall impact the Court's authority in an enforcement proceeding to impose
6 appropriate remedies, including the provision of a clear and reasonable warning.

7 **5.2 Notice of Violation Regarding Failure to Comply with Section 4.2.**

8 5.2.1 If an Enforcer serves a Notice of Violation that alleges a violation of the
9 reformulation requirements set forth in Section 4.2, it shall identify the Covered Product and the
10 Skin Contact Components that the Enforcer contends were not produced by a Certified Tannery
11 pursuant to the Reformulation Protocol, along with the evidentiary support for such claim.

12 5.2.2 Settling Defendant shall serve its response to a Notice of Violation served
13 under Section 5.2.1 within thirty (30) days of receipt of the Notice, unless extended by agreement.
14 The response shall include any certification and documentation sufficient to demonstrate that the
15 Skin Contact Components of the Covered Product that were the subject of the Notice of Violation
16 were produced by a Certified Tannery.

17 (a) If Settling Defendant's response demonstrates that: (a) the Skin
18 Contact Components identified in the Notice were produced by a tannery that was a Certified
19 Tannery at the time of production; or (b) the Notice of Violation identifies the same Covered
20 Product or Covered Products differing only in size that have been the subject of another Notice of
21 Violation within the preceding twelve (12) months, the Enforcer shall take no further action. If
22 the Enforcer contends that Settling Defendant's response does not satisfy the provisions of this
23 Section, the Enforcer shall within thirty (30) days of receipt of Defendant's response notify
24 Settling Defendant of the basis for its contention, the Notice shall be deemed contested, and the
25 Parties shall proceed under Section 5.2.4.
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1 (b) If Settling Defendant does not serve a response within thirty (30)
2 days of receipt of the Notice, it shall be deemed to contest the Notice and the Parties shall proceed
3 under Section 5.2.4.

4 5.2.3 If Settling Defendant elects not to contest a Notice of Violation served
5 under Section 5.2.1, Settling Defendant shall do the following:

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

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

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

23 5.2.4 If any dispute arises relating to the sufficiency of any information provided
24 by an Enforcer or Settling Defendant pursuant to this Section 5.2, or if Settling Defendant elects
25 to contest a Notice of Violation, the Parties shall meet and confer as required by Section 5.1
26 before filing any motion, application, or request for an order with the court. Settling Defendant
27 may at any time during the meet and confer process and prior to the Enforcer filing any motion,
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1 application, or request for an order with the court, notify the Enforcer that Settling Defendant no
2 longer contests the Notice and that Settling Defendant elects to proceed pursuant to Section 5.2.3.

3 **6. PAYMENTS**

4 **6.1 Payments by Settling Defendant.** On or before ten (10) business days after the
5 entry of an order approving this Consent Judgment, Settling Defendant shall pay the total sum of
6 \$45,000 as a settlement payment as further set forth in this Section.

7 **6.2 Allocation of Payments.** The total settlement amount shall be paid in two (2)
8 separate wire transfer payments: one payment to the State of California's Office of Environmental
9 Health Hazard Assessment ("OEHHA") in the amount of \$4,218 as a civil penalty and associated
10 with taxpayer identification number 68-0284486, and one payment to the Lexington Law Group,
11 LLP IOLTA ("LLG IOLTA") in the amount of \$40,782 and associated with taxpayer
12 identification number 94-6001385. The payment to the LLG IOLTA shall thereafter be allocated
13 as between civil penalty, Additional Settlement Payment ("ASP"), and attorneys' fees and costs
14 as specified below and delivered by Counsel for CEH to the entities set forth below. Any failure
15 by Settling Defendant to comply with the payment terms herein shall be subject to a stipulated
16 late fee to be paid by Settling Defendant in the amount of \$100 for each day the full payment is
17 not received after the applicable payment due date set forth in Section 6.1. The late fees required
18 under this Section shall be recoverable, together with reasonable attorneys' fees, in an
19 enforcement proceeding brought pursuant to Section 5 of this Consent Judgment. The funds paid
20 by Settling Defendant shall be allocated as set forth below between the following categories and
21 made payable as follows:

22 **6.2.1** As part of the \$45,000 total payment, Settling Defendant shall pay \$5,624
23 as a civil penalty pursuant to Health & Safety Code §25249.7(b). The civil penalty payment shall
24 be apportioned in accordance with Health & Safety Code §25249.12 (*i.e.*, 25% to CEH and 75%
25 to OEHHA). Accordingly, Settling Defendant shall pay the OEHHA portion of the civil penalty
26 payment for \$4,218 by wire transfer to OEHHA's State of California Safe Drinking Water and
27 Toxic Enforcement Fund account, for which Settling Defendant shall obtain the necessary
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1 account information. Settling Defendant shall pay the CEH portion of the civil penalty payment
2 for \$1,406 by wire transfer to the LLG IOLTA, for which Counsel for CEH shall provide the
3 necessary account information. Counsel for CEH shall thereafter allocate and deliver this civil
4 penalty portion to CEH.

5 6.2.2 As part of the \$45,000 total payment, Settling Defendant shall pay \$4,216
6 as an ASP to CEH pursuant to Health & Safety Code §25249.7(b), and California Code of
7 Regulations, Title 11, §3204. CEH will use these funds to support CEH programs and activities
8 that seek to educate the public about toxic chemicals, including hormone disruptors such as CrVI,
9 work with industries interested in moving toward safer alternatives, advocate with government,
10 businesses, and communities for business practices that are safe for human health and the
11 environment, and thereby reduce the public health impacts and risks of exposure to CrVI and
12 other toxic chemicals in consumer products sold in California. CEH shall obtain and maintain
13 adequate records to document that ASPs are spent on these activities and CEH agrees to provide
14 such documentation to the Attorney General within thirty (30) days of any request from the
15 Attorney General. The payments pursuant to this Section shall be paid by wire transfer to the
16 LLG IOLTA, for which Counsel for CEH shall provide the necessary account information.
17 Counsel for CEH shall thereafter allocate and deliver this ASP portion to CEH.

18 6.2.3 As part of the \$45,000 total payment, Settling Defendant shall pay \$35,160
19 as a reimbursement of a portion of CEH's reasonable attorneys' fees and costs (including but not
20 limited to expert and investigative costs). The payments pursuant to this Section shall be paid by
21 wire transfer to the LLG IOLTA, for which Counsel for CEH shall provide the necessary account
22 information. Counsel for CEH shall thereafter allocate and deliver this attorneys' fees and cost
23 reimbursement portion as follows: (a) \$28,240 to the Lexington Law Group, LLP; and (b) \$6,920
24 to CEH.

1 **7. MODIFICATION OF CONSENT JUDGMENT**

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

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

8 **8. CLAIMS COVERED AND RELEASE**

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

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

4 8.3 Provided that Settling Defendant has complied with Section 6 hereof, compliance
5 with the terms of this Consent Judgment by Settling Defendant shall constitute compliance with
6 Proposition 65 by Settling Defendant, Defendant Releasees, and Downstream Defendant
7 Releasees with respect to any alleged failure to warn about CrVI in Released Products
8 manufactured, distributed, sold, or offered for sale by Settling Defendant after the Effective Date,
9 except as to any Downstream Defendant Releasee that fails to provide a warning provided to said
10 entity pursuant to Section 4.3 in a manner consistent with such Section.

11 **9. PROVISION OF NOTICE**

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

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

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

21 Alejandro Bras
22 Law Office of Alejandro L. Bras
23 4900 Shattuck Avenue #22485
24 Oakland, CA 94609
25 alejandro.bras@gmail.com

26 Roberto Cavalli S.p.A.
27 Via Giuseppe Mengoni 4
28 20121 Milano
Italy
posta.pec@pec.robortocavalli.com

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

1 **10. COURT APPROVAL**

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

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

8 **11. GOVERNING LAW AND CONSTRUCTION**

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

11 **12. ATTORNEYS' FEES**

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

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

21 **13. ENTIRE AGREEMENT**

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

8 **14. RETENTION OF JURISDICTION**

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

11 **15. SUCCESSORS AND ASSIGNS**

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

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

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

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

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

23 **18. EXECUTION IN COUNTERPARTS**

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

1 **IT IS SO STIPULATED:**

2
3 Dated: _____ June 11, 2025

**CENTER FOR ENVIRONMENTAL
HEALTH**

4
5 

6 _____
Signature

7 _____
Kizzy Charles-Guzman

8 Printed Name

9 _____
CEO

10 Title

11
12 Dated: _____, 2025

ROBERTO CAVALLI S.P.A.

13
14
15 _____
Signature

16
17 _____
Printed Name

18
19 _____
Title

20
21 **IT IS SO ORDERED:**

22
23 Dated: _____, 2025

24
25 _____
Judge of the Superior Court

1 **IT IS SO STIPULATED:**

2
3 Dated: _____, 2025

**CENTER FOR ENVIRONMENTAL
HEALTH**


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Signature

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Printed Name

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Title

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12 Dated: June 06 _____, 2025

ROBERTO CAVALLI S.P.A.

13
14 
15 _____
Signature

16 Yasir Husain
17 _____
Printed Name

18 Legal Representative
19 _____
Title

20
21 **IT IS SO ORDERED:**

22
23 Dated: _____, 2025

24 _____
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. The Kooples Bloom Inc., et al.*, Case No. 23CV045797, 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 Defendants 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.