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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,
a non-profit corporation,

Plaintiff,

v.

MANGO NY, INC., *et al.*,

Defendants.

Case No. 25CV112558

**[PROPOSED] CONSENT
JUDGMENT AS TO RIVER ISLAND
CLOTHING CO. LIMITED**

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 River Island Clothing Co. Limited (“Settling
4 Defendant”). CEH and Settling Defendant are referred to herein together as the Parties or
5 individually as a Party.

6 1.2 The Parties enter into this Consent Judgment without a trial. Nothing in this
7 Consent Judgment constitutes an admission by any Party regarding any issue of law or fact. This
8 Consent Judgment sets forth the agreement and obligations of Settling Defendant and CEH and,
9 except as specifically provided below, it constitutes, the complete, final, and exclusive agreement
10 among the Parties.

11 1.3 On December 11, 2024, CEH issued a 60-day Notice of Violation under California
12 Health & Safety Code Section 25249.5, *et seq.* (“Proposition 65”) to Settling Defendant, the
13 California Attorney General, the District Attorneys of every county in California, and the City
14 Attorneys of every California city with a population greater than 750,000, alleging that Settling
15 Defendant violated Proposition 65 by exposing persons to CrVI (defined in Section 2 below)
16 from leather footwear without first providing a clear and reasonable Proposition 65 warning.

17 1.4 On February 20, 2025, CEH filed the original Complaint in the above captioned
18 matter (hereinafter, the “Action”). On March 6, 2025, CEH filed the operative First Amended
19 Complaint in the Action (hereinafter, the “Complaint”), naming Settling Defendant as a
20 defendant.

21 1.5 Settling Defendant is a business entity that is also a person in the course of doing
22 business as such term is defined under Proposition 65.

23 1.6 For purposes of this Consent Judgment only, the Parties stipulate that this Court
24 has jurisdiction over the allegations of violations contained in the Complaint and personal
25 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper in
26 the County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a
27 full and final resolution of all claims which were or could have been raised in the Complaint
28 based on the facts alleged therein.

1 1.7 Settling Defendant and CEH agree not to challenge or object to entry of this
2 Consent Judgment by the Court. The Parties agree not to challenge this Court’s jurisdiction to
3 enforce the terms of this Judgment once it has been entered, and agree that this Court maintains
4 jurisdiction over this Judgment for that purpose, unless the Consent Judgment is terminated.

5 1.8 By execution of this Consent Judgment and agreeing to provide the relief and
6 remedies specified herein, Settling Defendant does not admit any violations of Proposition 65 or
7 any other law or legal duty. Settling Defendant expressly denies any liability for any of the
8 claims asserted and the facts alleged in the Complaint and the 60 Day Notice. Nothing in this
9 Consent Judgment is or shall be construed as an admission by the Parties of any fact, conclusion
10 of law, issue of law, or violation of law, nor shall compliance with the Consent Judgment
11 constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of
12 law, or violation of law. This Consent Judgment is the product of negotiation and compromise
13 and is accepted by the Parties solely for purposes of settling, compromising, and resolving issues
14 disputed in this Action.

15 **2. DEFINITIONS**

16 2.1 “Chrome-Tanned Leather” means leather, other than Exotic Leather, tanned with
17 chromium compounds.

18 2.2 “Covered Products” means footwear for which normal and foreseeable use will
19 result in one or more Chrome-Tanned Leather components coming into direct contact with the
20 skin of the average user’s foot or leg while the footwear is worn (*e.g.*, a Chrome-Tanned Leather
21 insole, tongue, liner, unlined upper, or strap).

22 2.3 “CrVI” means chromium (hexavalent compounds), a chemical listed under
23 Proposition 65 as a known carcinogen and reproductive toxicant.

24 2.4 “Effective Date” means the date on which notice of entry of this Consent
25 Judgment is provided to Settling Defendant.

26 2.5 “Exotic Leather” means leather that is made from hides of exotic animals such as
27 alligators, crocodiles, sharks, lizards, snakes, and ostriches.

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1 2.6 A “Protocol Tannery” is a leather tannery that (a) produces Chrome-Tanned
2 Leather pursuant to the Reformulation Protocol, or (b) provides a certification demonstrating that
3 the tannery has achieved certification with overall Gold rating under the Leather Working Group
4 (LWG) Audit Protocol P7.2.2 (or any subsequent higher version that is in force at the time of
5 certification), or has attained a Gold medal rating in the section “Restricted Substances,
6 Compliance & Chromium VI Management” (or any subsequent section or sections regarding
7 CrVI management).

8 2.7 “Reformulated Leather” means Chrome-Tanned Leather that was produced
9 pursuant to the Reformulation Protocol by a Protocol Tannery.

10 2.8 “Reformulation Protocol” means the Chrome-Tanned Leather tanning protocol set
11 forth on Exhibit A.

12 2.9 “Skin Contact Component” means a Chrome-Tanned Leather component that
13 comes into direct contact with the skin of the average user’s foot while the Covered Product is
14 being worn.

15 **3. INJUNCTIVE RELIEF**

16 3.1 **Chrome-Free Reformulation.** After the Effective Date, Settling Defendant shall
17 not sell any Covered Product in California or to any entity downstream who Settling Defendant
18 knows or has reason to believe may sell or offer for sale the Covered Product in California,
19 except as provided in Section 3.2.

20 3.1.1 **Notice to Tanneries and Suppliers.** Settling Defendant represents and
21 warrants that it stopped selling or offering for sale Covered Products in California prior to the
22 Effective Date. Accordingly, Settling Defendant need not provide any notice to its tanneries or
23 suppliers of Covered Products instructing them that all Chrome-Tanned Leather used to
24 manufacture Skin Contact Components of Covered Products must be Reformulated Leather.

25 3.2 **Protocol Reformulation.** As an alternative to chrome-free reformulation as set
26 forth in Section 3.1, after the Effective Date, Settling Defendant may sell Covered Products in
27 California or to any entity downstream who Settling Defendant knows or has reason to believe
28

1 may sell or offer for sale the Covered Product in California, so long as the Skin Contact
2 Components are produced with Reformulated Leather by a Protocol Tannery.

3 **3.3 Protocol Reformulation Notice.** At least thirty (30) days before Settling
4 Defendant sells any Covered Product pursuant to Section 3.2, Settling Defendant shall serve on
5 CEH a written notification of its intent to sell such reformulated Covered Products and
6 identifying the specific Covered Products that have been or will be reformulated by name,
7 product codes, and additional identifying information kept in the regular course of business that is
8 reasonably necessary to identify the Covered Products.

9 **4. ENFORCEMENT**

10 **4.1 Enforcement Procedures.** Any Party or any of the public entities identified in
11 Health & Safety Code section 25249.7(c) (collectively, “Enforcers”) may, by motion or
12 application for an order to show cause before this Court, seek to enforce the terms of this Consent
13 Judgment. Prior to filing any such motion or application, the Enforcer(s) shall provide the
14 allegedly violating Party with a written notice setting forth the detailed factual and legal bases for
15 the alleged violation along with any corresponding evidentiary support (“Notice of Violation”).
16 The Enforcer(s) and the allegedly violating Party shall then meet and confer during the thirty (30)
17 day period following the date the Notice of Violation was sent in an effort to try to reach
18 agreement on an appropriate cure, penalty, or related attorneys’ fees related to the alleged
19 violation. After such thirty (30) day period, the Enforcer(s) may, by motion or application for an
20 order to show cause before the Superior Court of Alameda, seek to enforce the terms and
21 conditions contained in this Consent Judgment. Nothing in this Section 4.1 shall impact the
22 Court’s authority in an enforcement proceeding to impose appropriate remedies, including the
23 provision of a clear and reasonable warning.

24 **5. PAYMENTS**

25 **5.1 Payments by Settling Defendant.** On or before ten (10) business days after
26 notice of the entry of this Consent Judgment, Settling Defendant shall pay the total sum of
27 \$45,000 as a settlement payment as further set forth in this Section.
28

1 **5.2 Allocation of Payments.** The total settlement amount shall be paid in two (2)
2 separate wire transfer payments: one payment to the State of California’s Office of Environmental
3 Health Hazard Assessment (“OEHHA”) in the amount of \$4,218 as a civil penalty and associated
4 with taxpayer identification number 68-0284486, and one payment to the Lexington Law Group,
5 LLP IOLTA (“LLG IOLTA”) in the amount of \$40,782 and associated with taxpayer
6 identification number 94-6001385. The payment to the LLG IOLTA shall thereafter be allocated
7 as between civil penalty, Additional Settlement Payment (“ASP”), and attorneys’ fees and costs
8 as specified below and delivered by Counsel for CEH to the entities set forth below. Any failure
9 by Settling Defendant to comply with the payment terms herein shall be subject to a stipulated
10 late fee to be paid by Settling Defendant in the amount of \$100 for each day the full payment is
11 not received after the applicable payment due date set forth in Section 5.1. The late fees required
12 under this Section shall be recoverable, together with reasonable attorneys’ fees, in an
13 enforcement proceeding brought pursuant to Section 4 of this Consent Judgment. The funds paid
14 by Settling Defendant shall be allocated as set forth below between the following categories and
15 made payable as follows:

16 5.2.1 As part of the \$45,000 total payment, Settling Defendant shall pay \$5,624
17 as a civil penalty pursuant to Health & Safety Code §25249.7(b). The civil penalty payment shall
18 be apportioned in accordance with Health & Safety Code §25249.12 (*i.e.*, 25% to CEH and 75%
19 to OEHHA). Accordingly, Settling Defendant shall pay the OEHHA portion of the civil penalty
20 payment for \$4,218 by wire transfer to OEHHA’s State of California Safe Drinking Water and
21 Toxic Enforcement Fund account, for which Settling Defendant shall obtain the necessary
22 account information. Settling Defendant shall pay the CEH portion of the civil penalty payment
23 for \$1,406 by wire transfer to the LLG IOLTA, for which Counsel for CEH shall provide the
24 necessary account information. Counsel for CEH shall thereafter allocate and deliver this civil
25 penalty portion to CEH.

26 5.2.2 As part of the \$45,000 total payment, Settling Defendant shall pay \$4,216
27 as an ASP to CEH pursuant to Health & Safety Code §25249.7(b), and California Code of
28 Regulations, Title 11, §3204. CEH will use these funds to support CEH programs and activities

1 that seek to educate the public about toxic chemicals, including hormone disruptors such as CrVI,
2 work with industries interested in moving toward safer alternatives, advocate with government,
3 businesses, and communities for business practices that are safe for human health and the
4 environment, and thereby reduce the public health impacts and risks of exposure to CrVI and
5 other toxic chemicals in consumer products sold in California. CEH shall obtain and maintain
6 adequate records to document that ASPs are spent on these activities and CEH agrees to provide
7 such documentation to the Attorney General within thirty (30) days of any request from the
8 Attorney General. The payments pursuant to this Section shall be paid by wire transfer to the
9 LLG IOLTA, for which Counsel for CEH shall provide the necessary account information.
10 Counsel for CEH shall thereafter allocate and deliver this ASP portion to CEH.

11 5.2.3 As part of the \$45,000 total payment, Settling Defendant shall pay \$35,160
12 as a reimbursement of a portion of CEH's reasonable attorneys' fees and costs (including but not
13 limited to expert and investigative costs). The payments pursuant to this Section shall be paid by
14 wire transfer to the LLG IOLTA, for which Counsel for CEH shall provide the necessary account
15 information. Counsel for CEH shall thereafter allocate and deliver this attorneys' fees and cost
16 reimbursement portion as follows: (a) \$28,240 to the Lexington Law Group, LLP; and (b) \$6,920
17 to CEH.

18 **6. MODIFICATION OF CONSENT JUDGMENT AND TERMINATION OF**
19 **INJUNCTIVE RELIEF**

20 6.1 **Modification.** This Consent Judgment may be modified from time to time by
21 express written agreement of the Parties, with the approval of the Court, or by an order of this
22 Court upon motion and in accordance with law.

23 6.2 **Force Majeure.** The inability of Settling Defendant to comply with any deadline
24 set forth in this Consent Judgment due to an act of terrorism, fire, earthquake, civil disorders, war,
25 or act of God that is beyond the reasonable control of such Settling Defendant shall be grounds to
26 move for modification of the deadlines set forth in this Consent Judgment.

27 6.3 **Most Favored Nations Provision.** If, after the Effective Date, a court enters
28 judgment in the Action or another Proposition 65 enforcement action brought by CEH over

1 exposure to CrVI in Covered Products that imposes different injunctive relief from that set forth
2 in Section 3.2 of this Consent Judgment, a Settling Defendant may seek to modify Section 3.2 of
3 this Consent Judgment to conform with the injunctive relief provided in such later judgment.

4 6.4 **Termination of Injunctive Relief.**

5 6.4.1 If, after the Effective Date, a court enters judgment in the Action or another
6 Proposition 65 enforcement action brought by CEH over exposure to CrVI in leather footwear
7 that denies a request for injunctive relief on the grounds that (a) CEH has not shown an exposure
8 to CrVI from Chrome-Tanned Leather, or (b) the defendant has demonstrated that any exposure
9 to CrVI from Chrome-Tanned Leather is exempt from the Proposition 65 warning requirement
10 under Health & Safety Code §25249.10(c), Settling Defendant may seek to terminate the
11 injunctive relief in Section 3 of this Consent Judgment.

12 6.4.2 Commencing on the fifth (5th) anniversary of the Effective Date, Settling
13 Defendant may seek to terminate the injunctive relief in Section 3 of this Consent Judgment.
14 Upon any such termination, the provisions of Section 7.4 shall no longer apply to Settling
15 Defendant.

16 6.5 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
17 shall attempt in good faith to meet and confer with any affected Party during a minimum of a
18 thirty (30) day period prior to filing a motion or stipulation to modify the Consent Judgment.

19 **7. CLAIMS COVERED AND RELEASE**

20 7.1 The Parties enter into this Consent Judgment as a full and final settlement of all
21 claims arising under Proposition 65 relating to alleged exposure to CrVI from footwear made
22 with Chrome-Tanned Leather components (“Released Products”), and as to all claims pursuant to
23 Health and Safety Code §25249.7(d) that were raised or could have been raised in the CEH 60
24 day Notice or Complaint, arising from the failure to warn under Proposition 65 regarding the
25 presence of CrVI in such Released Products.

26 7.2 Provided that Settling Defendant has complied with Section 5 hereof, this Consent
27 Judgment is a full, final, and binding resolution between CEH on behalf of itself and the public
28 interest and Settling Defendant and its parents, subsidiaries, affiliated entities that are under

1 common ownership, directors, officers, employees, agents, shareholders, successors, assigns, and
2 attorneys (“Defendant Releasees”), and all entities to which Settling Defendant directly or
3 indirectly distributes or sells Released Products, including but not limited to its distributors,
4 wholesalers, customers, retailers, franchisees, licensors, and licensees (“Downstream Defendant
5 Releasees”), of any violation of Proposition 65 based on failure to warn about alleged exposure to
6 CrVI contained in Covered Products that were distributed or sold by Settling Defendant prior to
7 the Effective Date.

8 7.3 Provided that Settling Defendant has complied with Section 5 hereof, CEH, for
9 itself, its agents, successors, and assigns, releases, waives, and forever discharges any and all
10 claims against Settling Defendant, its Defendant Releasees, and its Downstream Defendant
11 Releasees arising from any violation of Proposition 65 or any other statutory or common law
12 claims that have been or could have been asserted by CEH regarding the failure to warn about
13 exposure to CrVI arising in connection with Released Products distributed or sold by Settling
14 Defendant prior to the Effective Date.

15 7.4 Provided that Settling Defendant has complied with Section 5 hereof, compliance
16 with the terms of this Consent Judgment by Settling Defendant shall constitute compliance with
17 Proposition 65 by Settling Defendant, its Defendant Releasees, and its Downstream Defendant
18 Releasees with respect to any alleged failure to warn about CrVI in Released Products distributed
19 or sold by Settling Defendant after the Effective Date.

20 **8. PROVISION OF NOTICE**

21 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
22 notice shall be sent by first class or electronic mail to:

23 Joseph Mann
24 Lexington Law Group, LLP
25 503 Divisadero Street
26 San Francisco, CA 94117
 jmann@lexlawgroup.com

27 8.2 When Settling Defendant is entitled to receive any notice under this Consent
28 Judgment, the notice shall be sent by first class or electronic mail to:

1
2 Gregory Sperla
3 DLA Piper LLP
4 555 Mission Street, Suite 2400
5 San Francisco, CA 94105
6 greg.sperla@us.dlapiper.com

7 8.3 Any Party may modify the person and address to whom the notice is to be sent by
8 sending the other Party notice by first class or electronic mail.

9 **9. COURT APPROVAL**

10 9.1 This Consent Judgment shall become effective when approved by the Court. CEH
11 shall prepare and file a stipulation or motion for approval and entry of this Consent Judgment and
12 Settling Defendant shall support entry by the Court of all aspects of this Consent Judgment other
13 than the award of CEH's attorneys' fees and costs, which Settling Defendant shall not oppose.

14 9.2 If this Consent Judgment is not entered by the Court, it shall be of no further force
15 or effect and shall not be introduced into evidence or otherwise used in any proceeding for any
16 purpose.

17 **10. GOVERNING LAW AND CONSTRUCTION**

18 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
19 California.

20 **11. ATTORNEYS' FEES**

21 11.1 Should CEH prevail on any motion, application for an order to show cause, or
22 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
23 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
24 Settling Defendant prevail on any motion, application for an order to show cause, or other
25 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result
26 of such motion, application, or other proceeding upon a finding by the Court that CEH's
27 prosecution of the motion, application, or other proceeding lacked substantial justification.

28 11.2 Nothing in this Section 11 shall preclude a Party from seeking an award of
sanctions pursuant to law.

1 **12. ENTIRE AGREEMENT**

2 12.1 This Consent Judgment contains the sole and entire agreement and understanding
3 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
4 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
5 and therein. There are no warranties, representations, or other agreements between the Parties
6 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
7 other than those specifically referred to in this Consent Judgment have been made by any Party
8 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
9 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
10 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
11 Parties hereto only to the extent that they are expressly incorporated herein. No waiver of any of
12 the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the
13 other provisions hereof, whether or not similar, nor shall such waiver constitute a continuing
14 waiver.

15 **13. RETENTION OF JURISDICTION**

16 13.1 This Court shall retain jurisdiction over this matter to implement or modify the
17 Consent Judgment.

18 **14. SUCCESSORS AND ASSIGNS**

19 14.1 This Consent Judgment shall apply to and be binding upon CEH and Settling
20 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or
21 assigns of any of them.

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

23 15.1 Each signatory to this Consent Judgment certifies that they are fully authorized by
24 the Party they represent to stipulate to this Consent Judgment and to enter into and execute the
25 Consent Judgment on behalf of the Party represented and to legally bind that Party.

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

2 16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
3 against an entity that is not Settling Defendant on terms that are different from those contained in
4 this Consent Judgment.

5 **17. EXECUTION IN COUNTERPARTS**

6 17.1 The stipulations to this Consent Judgment may be executed in counterparts and by
7 means of portable document format (pdf), which taken together shall be deemed to constitute one
8 document.

9
10 **IT IS SO ORDERED:**

11
12 Dated: _____, 2025

Judge of the Superior Court of California

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17 **IT IS SO STIPULATED:**

18 Dated: January 12, 2026, ~~2025~~

**CENTER FOR ENVIRONMENTAL
HEALTH**



Signature

Kizzy Charles-Guzman

Printed Name

Chief Executive Officer

Title

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Dated: 1/2/2026, 2025

**RIVER ISLAND CLOTHING CO.
LIMITED**

Signed by:

Jane Eskriett

68F3320042CD4D8...

Signature

Jane Eskriett

Printed Name

Managing Director - Product & Brand

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EXHIBIT A
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 and glove products sold in California. Settling Defendants shall be required to comply with the terms of the Protocol prior to manufacturing or processing leather footwear/gloves for sale in California or to require compliance with the Protocol by third party manufacturers and suppliers of leather intended for such products.

Certification with overall Gold rating under the Leather Working Group (LWG) Audit Protocol shall be considered in assessing compliance with this Protocol. For companies attaining a lower overall LWG medal rating, compliance assessment also shall consider attainment of Gold rating in the sections of the LWG Protocol relating to Restricted Substances Lists and Chemical Management (currently Section 9 “Restricted Substances, Compliance, Chromium VI Management” and Section 16 “Chemical Management” of Issue 7.2.2 of the LWG Protocol).

Leather Tanning/Finishing Protocol

The following protocol for chrome-tanners/retanners identifies good manufacturing practices recognized by the leather tanning industry to eliminate or minimize the formation of hexavalent chromium in chrome-tanned or chrome re-tanned leather. Tannery shall provide transport and storage instructions specifying recommended temperature, humidity, and light conditions sufficient to maintain physical and chemical properties of the leather relevant to CrVI formation.

Upon written agreement of the Parties, this Protocol may be re-evaluated and revised appropriately to reflect advances in technology and production processes. Unless otherwise noted, references to test methods, detection limits, and other standards are to the version in place as of adoption of this Protocol.

1. Process Stage: Beamhouse

- 1.1. **Degreasing:** Thorough degreasing processes must be employed to reduce the presence of natural fats that can diminish leather quality and potentially contribute to CrVI formation.
 - 1.1.1. Perform thorough and consistent degreasing during beamhouse operations involving sheepskin, pigskin, and other high-fat content hides (*i.e.*, fat content over 3% dry weight basis). These materials can be very greasy and may require a specific, separate degreasing operation to reduce the fat content.
 - 1.1.2. Processing of bovine hides should include the use of surfactants to ensure fat content less than 3% dry weight basis.
 - 1.1.3. Use of halogenated organic degreasing agents is prohibited.
 - 1.1.4. Use only aqueous degreasing agents.

- 1.1.5. Do not use products with oxidative potential.
- 1.1.6. If bleaching is required (under exceptional circumstances to reduce natural skin pigmentation when producing very pale leather), products with oxidative potential may be necessary. If used, the process should incorporate iodine-starch paper for each batch of leather being processed to check oxidative potential and, if necessary, use reducing agent prior to addition of chromium in tanning stage.
- 1.1.7. Wash limed hides/pelts properly after liming and decalcifying.

2. **Process Stage: Tanning/Wet Blue**

- 2.1. **Tanning Agents:** Chromium-containing tanning agents must not contain intentionally added or detectable levels¹ of CrVI.
 - 2.1.1. Obtain from chemical supplier test reports for each supplier production batch conducted pursuant to ISO 19071 for CrVI in chromium tanning agents demonstrating detectable levels of CrVI no higher than the levels specified in the most current version of the ZDHC Manufacturing Restricted Substances List (“MRSL”)² (as analyzed by the test method specified therein).
 - 2.1.2. Maintain inventory control to ensure quality of tanning agents at time of use. Use of tanning/retanning agents past their “use by” date is prohibited.
 - 2.1.3. Tanning process vessels and associated make-up and delivery systems to be thoroughly cleaned and maintained using best practices.
 - 2.1.4. Water used during the tanning process and to clean apparatus, tubs, tools, and other equipment must have undetectable levels of CrVI.
 - 2.1.4.1. Recycled water must be tested regularly (at least annually) and verified as having undetectable levels of CrVI; water received directly from municipal or permitted wells does not require repeat verification of CrVI levels but should be analyzed to confirm absence of CrVI.
 - 2.1.5. Storage conditions must be maintained in accordance with chemical supplier instructions. Storage of chemicals outside of manufacturer recommendations is prohibited, unless representative samples of the chemicals are tested to confirm undetectable levels of CrVI no later than one month prior to use. ISO 19071 or other CrVI test methods appropriate to the chemical shall be employed.
 - 2.1.6. Final wash must be employed to remove unfixed chrome to the extent feasible.
 - 2.1.7. Use of chromium tanning agents recycled by the tannery is prohibited unless tested regularly (at least annually) to confirm undetectable CrVI via ISO 19071.
- 2.2. **Use of Oxidizing Agents:** The use of oxidizing agents such as sodium chlorite (or hypochlorite) in the pickle, or of potassium permanganate in pre-tanning wet-end operations, increases the risk of the formation of CrVI.

¹ The terms “detectable/undetectable levels” of CrVI shall be defined by the relevant test method appropriate for the chemical.

² The ZDHC MRSL is the minimum standard for the CrVI standard in this Protocol. Reference to other CrVI limits from other MRSLs may be used if they meet or exceed the stringency of the ZDHC standard. The current version of the ZDHC MRSL is v.3.1 and can be found at: <https://mrsl-30.roadmaptozero.com/mrslpdf?for=Consultancy>. All references to the ZDHC MRSL in this Protocol refer to the then most current version of the ZDHC MRSL. This note applies to all references to ZDHC in this Protocol.

- 2.2.1. Oxidizing agents may only be used if they can be shown to be absolutely necessary (e.g., for white or pastel shades) and if the residuals are reduced prior to the addition of chrome tanning agents. Starch-iodide test papers (must show no color development) or Oxidation-Reduction Potential (“ORP”) measurement (must show a negative reading indicating a reducing agent) shall be used to confirm lack of oxidative potential.
- 2.3. Measure and monitor levels of residual natural fats in wet blue leather. Bovine leather shall contain no more than 3% residual fat as measured below. Pigskin leather shall contain no more than 7% residual fat, as measured below. Other leather (e.g., sheep, goat, etc.) shall contain no more than 4% fat, as measured below.
 - 2.3.1. Monitoring must indicate an average grease content of less than 3% (bovine) or 4% (other) by weekly analysis or per 30 batches of production, whichever is the more frequent. For pigskin, monitoring must indicate an average grease content of less than 7% by monthly analysis or per 30 batches of production, whichever is the more frequent. (A “batch” is a production drum load or a group of hides/skins that are processed together as a unit.)
 - 2.3.2. Alternatively, the wet blue leather must have a maximum of 0.5% of Free Fatty Acids (using test method ISO 4048:2018)
- 2.4. If wet blue is used as a starting material: Wet blue bought from other suppliers must be shown to be free of CrVI (using the ISO 17075-2 test method after ageing procedure) and to have fat content less than 3% (bovine), 7% (pigskin), or 4% (other). For pigskin with fat content over 4%, additional degreasing shall be performed before or during the retan stage to reduce fat content below 4%.

3. **Process Stage: Retanning/Wet End/Finishing**

- 3.1. **Retanning Agents**: Optimization of chrome fixation is critical to reduce extractable chrome levels and the potential for CrVI formation.
 - 3.1.1. Use of oxidizing agents (such as ammonia-based chemicals/bleach) after chrome tanning is prohibited.
 - 3.1.2. Confirm selection of appropriate retanning agents for binding behavior and/or use of complexing agents. Maintain documentation.
 - 3.1.3. Chromium-containing retanning agents must not contain intentionally added or detectable levels of CrVI higher than the levels specified in the ZDHC MRSL.
 - 3.1.4. Obtain from chemical supplier test reports conducted pursuant to ISO 19071 demonstrating undetectable levels of CrVI.
 - 3.1.5. Maintain inventory control to ensure quality of retanning agents at time of use. Use of retanning agents past their “use by” date is prohibited.
- 3.2. Retanning process vessels and associated make-up and delivery systems to be thoroughly cleaned and maintained using best practices.
- 3.3. Water used during retanning process and to clean apparatus, tubs, tools, and other equipment must have undetectable levels of CrVI. Recycled water must be tested

regularly (at least annually) and verified as having undetectable levels of CrVI; water received directly from municipal or permitted wells does not require repeat verification of CrVI levels but should be analyzed to confirm absence of CrVI.

- 3.4. Storage conditions must be maintained in accordance with chemical supplier instructions. Storage of chemicals outside of manufacturer recommendations is prohibited, unless representative samples of the chemicals are tested to confirm undetectable levels of CrVI no later than one month prior to use. ISO 19071 or other CrVI test methods appropriate to the chemical shall be employed.
- 3.5. Final wash must be employed to remove unfixed chrome to the extent feasible.
- 3.6. Use of chromium retanning agents recycled by the tannery is prohibited unless tested regularly (at least annually) to confirm undetectable CrVI via ISO 19071.
- 3.7. Use scavenging agents, such as 1%-3% vegetable tanning extracts, for antioxidant protection, or use commercially-available synthetic antioxidants specifically formulated for the purpose and according to manufacturer specifications. (Antioxidants may be introduced directly or as part of the retanning agent formulation.)
 - 3.7.1. Add antioxidants during retanning process to enable longer-lasting antioxidant efficacy. Use of only spray-on antioxidants is prohibited.
- 3.8. Dyes and Pigments:
 - 3.8.1. Dye and pigments must not contain intentionally added or detectable levels of CrVI.
 - 3.8.2. Obtain from chemical supplier test reports conducted pursuant to ISO or EPA test method for CrVI demonstrating undetectable levels of CrVI.
 - 3.8.3. Obtain from chemical supplier certification that dyes or pigments lack oxidative potential (through ORP measurement showing a negative reading indicating a reducing agent or other appropriate method).
 - 3.8.4. If chromium-containing dyes or pigments are used, final product must be tested annually (or sooner if there is a change in formula) to confirm levels of CrVI below detection limit. Test using ISO 17075-2.
 - 3.8.5. Use of dyes and pigments must be compliant with the ZDHC MRSL.
- 3.9. Bleaches:
 - 3.9.1. Use of aggressive bleaches, peroxides, and potassium permanganate (KMnO₄) as bleaching agents after tanning is prohibited.
- 3.10. Fatliquors: Fatliquors must be suitably formulated with an appropriate antioxidant to protect against CrVI formation. Fish and vegetable oils in particular must be formulated with an appropriate antioxidant to protect against CrVI formation. Do not use fatliquors without having first obtained from the supplier a statement confirming that fatliquors are formulated with an appropriate antioxidant.

- 3.11. Inventory control must be maintained to ensure quality of fatliquors at time of use and that all fatliquors are used prior to “use by” dates.
- 3.12. Chemical storage conditions must be maintained in accordance with chemical supplier instructions to avoid fatliquor breakdown. Storage in conditions outside of manufacturer recommendations is prohibited, unless representative samples of the chemicals are tested to confirm the absence of oxidative potential no later than one month prior to use. Starch-iodide test papers (must show no color development) or ORP measurement (must show a negative reading indicating a reducing agent) shall be used to confirm lack of oxidative potential.
4. **Finishing Oils/Waxes:** Oils and wax finishes containing a high level of unsaturated fats are more likely associated with CrVI formation.
- 4.1. Obtain from supplier a statement confirming that finishing oils and waxes are suitable for use and do not contribute to CrVI formation (such as by indicating compliance with ZDHC MRSL specifications).
5. **pH Levels:** Careful monitoring of pH through the entire set of tanning, retanning, fatliquoring, and dyeing process stages is critical to the avoidance of CrVI in the finished leather product. The potential for formation of CrVI increases at higher pH. While the neutralization process during wet end retanning will raise pH, this will be reversed during subsequent acidification and fixation.
- 5.1. The pH must be maintained below 4.0 in the final bath (fixation) of the re-tanning process to ensure entire cross-section of leather is at acidic pH. Maintain documentation of final pH.
- 5.2. Acidification at the end of wet end processing should be done in a steady manner with 2-3 additions of acid.
- 5.3. Allow sufficient time to ensure complete acid penetration, depending on thickness and other processing conditions.
- 5.4. The pH through the entire leather cross-section must be consistently below 4.5 in finished leather. Document final pH of leather determined during research and development. Conduct random audit sampling to ensure pH of final leather product is below 4.5 and maintain documentation.
6. **Final Wash:** Final wash must be employed to remove unfixed chrome. The pH of wash waters may need to be adjusted (lowered) to avoid localized, surface raising of pH.
- 6.1. Drying: Solar irradiation is prohibited during drying of the leather.

7. **Mold:**

- 7.1. Use of ammonia to prevent mold formation is prohibited. If a fungicide is to be used to prevent mold formation a declaration should be obtained from the manufacturer to confirm that its use will not contribute to the potential formation of CrVI.

8. **Process Stage: Storage and Transportation**

- 8.1. Storage and transportation conditions must be monitored to maintain temperature, humidity, and light exposure to reduce the possibility of CrVI formation. Tannery shall provide storage instructions specifying recommended temperature, humidity, and light conditions sufficient to maintain physical and chemical properties of the leather.

9. **Good Manufacturing and Quality Control Standards**

- 9.1. The following quality assurance procedures must be implemented in order to ensure the prevention of CrVI formation throughout the entire production process:
 - 9.1.1. Ensure cleanliness and good organization within the entire production facility.
 - 9.1.2. Storage conditions must be regularly checked to ensure that chemical degradation does not occur.
 - 9.1.3. Inventory control (received date, use by date, supplier, batch number, stores location, *etc.*) must be undertaken to ensure that chemicals are not used past their use-by date.
 - 9.1.4. Train employees in the safe use of chemicals and the correct make-up and application procedures for their use in each stage of the process. Educate workers about the potential for formation of CrVI, its potential for harm in the final product, and their role in ensuring process recipes are followed in order to ensure manufacture of a safe product. Ensure that all safety data sheets are current and available for each chemical, and that employees have been trained to properly handle and store the chemicals. Maintain written chemical management policy.
 - 9.1.5. All process steps must be documented, including the chemicals used in order to ensure transparency in the manufacturing or processing procedure.
 - 9.1.6. Ensure that the products which you use to degrease, tan, dye, or retan the leather do not contain intentionally added or detectable levels of CrVI higher than the levels specified in the ZDHC MRSL and have low oxidation potential. Obtain from chemical supplier a statement confirming that chemicals are suitable for use and do not contribute to CrVI formation or have oxidative potential. If stored outside of supplier recommendations or past “use by” dates, use iodine-starch paper or ORP measurement to check oxidative potential and if necessary use reducing agent prior to use.
 - 9.1.7. Use of chemicals which contain intentionally added CrVI or which the manufacturer cannot guarantee as having detectable levels of CrVI no higher than the levels specified in the ZDHC MRSL is prohibited.
 - 9.1.8. Maintain detailed internal quality control records.
 - 9.1.9. Testing: Annually test representative samples of finished leather for CrVI. Refer to AFIRM Restricted Substances List (available at <https://afirm-group.com/wp->

content/uploads/2023/04/2023_AFIRM_RSL_2023_0419a.pdf) for recommended testing method.