

1 Laralei Paras, Esq., State Bar No. 203319  
2 Brian C. Johnson, Esq., State Bar No. 235965  
3 SEVEN HILLS LLP  
4 1 Embarcadero Center, Suite 1200  
5 San Francisco, CA 94111  
6 Telephone: (415) 926-7247  
7 Email: laralei@sevenhillslp.com  
8 Email: brian@sevenhillslp.com

9 Attorneys for Plaintiff  
10 BLUE SKY FOREVER

11 Jaime Santos, Esq., State Bar No. 276344  
12 SANTOS WALDING LLP  
13 1300 Clay Street, Suite 600  
14 Oakland, CA 94612-1427  
15 Telephone: (510) 858-7192  
16 Email: jaime@santoswalding.com

17 Attorneys for Defendant  
18 MR. S. LEATHER CO., INCORPORATED

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 COUNTY OF SAN FRANCISCO

21 BLUE SKY FOREVER,

22 Plaintiff,

23 v.

24 MR. S. LEATHER CO.,  
25 INCORPORATED; and DOES 1-30,  
26 inclusive,

27 Defendants.

Case No. CGC-25-626024

**[PROPOSED] CONSENT JUDGMENT**

(Health & Safety Code § 25249.6 et seq. and  
Code of Civil Procedure § 664.6)

Case Filed: June 5, 2025  
Trial: Not Set

1 **1. INTRODUCTION**

2 This Consent Judgment is entered into by and between plaintiff Blue Sky Forever (“BSF”) and  
3 defendant Mr. S. Leather Co., Incorporated (“Mr. S Leather”), with BSF and Mr. S Leather each  
4 individually referred to as a “Party” and collectively, as the “Parties,” to resolve the allegations in the  
5 January 6, 2025, 60-Day Notice of Violation (“Notice”) in compliance with the Safe Drinking Water and  
6 Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* (“Proposition 65”).

7 **1.1 The Parties**

8 BSF is a California-based non-profit organization proceeding in the public interest pursuant to  
9 California Health & Safety Code § 25249.7(d) to ensure that the presence of chemicals known to the  
10 State of California to cause cancer and birth defects, or other reproductive harm is disclosed to  
11 California consumers or such chemicals are eliminated from consumer products sold in California.  
12 Mr. S Leather is a person in the course of doing business as defined by California Health & Safety  
13 Code § 25249.11(b).

14 **1.2 Consumer Product Description**

15 BSF alleges Mr. S Leather manufactures, imports, sells, or distributes for sale, in or into  
16 California, certain vinyl covered metal gags containing di(2-ethylhexyl) phthalate (“DEHP”)  
17 including, but not limited to, the *The Jaw Master Gag ITEM # HT355*, without providing the health  
18 hazard warning that BSF alleges is required by California Health & Safety Code § 25249.5 *et seq.*  
19 (“Proposition 65”). All vinyl covered gags are referred to hereinafter as the “Products.” DEHP is  
20 listed pursuant to Proposition 65 as a chemical known to cause birth defects or other reproductive  
21 harm.

22 **1.3 Notice of Violation**

23 On January 5, 2025, BSF served Mr. S Leather, the Office of the Attorney General of the  
24 State of California (“OAG”), and all requisite public enforcement agencies with a 60-Day Notice of  
25 Violation (“Notice”). In the Notice, BSF alleges Mr. S Leather violated Proposition 65 by failing to  
26 warn its customers and consumers in California that the Products can expose users to DEHP. No  
27 public enforcer has commenced and is diligently prosecuting an action to enforce the allegations set  
28 forth in the Notice.

1           **1.4 Complaint**

2           On June 6, 2024, BSF filed the captioned lawsuit (“Complaint”). The Complaint names Mr.  
3 S Leather as a defendant and states a single cause of action for the alleged violations of Proposition  
4 65 that are the subject of the Notice.

5           **1.5 No Admission**

6           Mr. S Leather denies the material, factual and legal allegations contained in the Notice and  
7 Complaint and maintains all products it sold or distributed for sale in California, including the  
8 Products, comply with all laws. Neither any term of this Consent Judgment nor Mr. S Leather’s  
9 compliance with its terms shall be construed as, nor shall compliance with this Consent Judgment  
10 constitute or be construed as, an admission by Mr. S Leather of any fact, finding, legal issue or  
11 conclusion, or violation of any law. This Section shall not, however, diminish or otherwise affect  
12 Mr. S Leather’s obligations, responsibilities, and duties under this Consent Judgment.

13           **1.6 Jurisdiction**

14           For purposes of this Consent Judgment only, the Parties stipulate this Court has jurisdiction  
15 over Mr. S Leather as to the allegations in the Complaint, venue is proper in the Superior Court for  
16 the Couty of San Francisco, and that the Court has jurisdiction to enter and enforce the terms and  
17 provisions of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure  
18 section 664.6.

19           **1.7 Effective Date**

20           The term “Effective Date” means the date on which the Court approves this Consent  
21 Judgment and enters judgment in accordance with its terms.

22           **1.8 Compliance Date**

23           The term “Compliance Date” means the date that is thirty (30) days after the Effective Date.

24 **2. INJUNCTIVE RELIEF: REFORMULATION & WARNINGS**

25           **2.1 Agreement to Provide Reformulated Products or Warnings**

26           Mr. S Leather, commencing on the Compliance Date and continuing thereafter, agrees that  
27 all Products it sells or distributes for sale in California will meet the Reformulation Standard for  
28 Reformulated Products defined in Section 2.2, below, or comply with the warning requirements set

1 forth in Section 2.3, below.

2 **2.2 Reformulation Standard**

3 For purposes of this Consent Judgment, “Reformulated Products” are defined as Products  
4 containing di(2-ethylhexyl) phthalate (DEHP) in a maximum concentration of less than 0.1 percent  
5 (1,000 parts per million) in any “accessible component” (i.e., any component that may be touched,  
6 handled or otherwise contacted by an individual during a reasonably foreseeable use of the Products)  
7 when analyzed by a laboratory accredited by the State of California, a federal agency, or a nationally  
8 recognized accrediting organization (the “Reformulation Standard”). For purposes of compliance  
9 with the Reformulation Standard, testing samples shall be prepared and extracted using Consumer  
10 Product Safety Commission (“CPSC”) methodology CPSC CH-C1001.09.4 and analyzed using U.S.  
11 Environmental Protection Agency methodology 8270D, or other methodologies utilized by federal or  
12 state government agencies to determine phthalate content in a solid substance.

13 **2.3 Clear and Reasonable Warnings**

14 Commencing on the Compliance Date, Date, Mr. S Leather must provide clear and reasonable  
15 warnings for all Products other than Reformulated Products in accordance with this Section and with  
16 Title 27, California Code of Regulations § 25600, et seq. There shall be no obligation for Mr. S  
17 Leather to provide an exposure warning for Products that entered the stream of commerce, were sold  
18 or distributed for sale in California , or otherwise in the process of sale or distribution prior to the  
19 Compliance Date, as such Products shall the subject to the releases provided to Mr. S. in Sections 4.1  
20 and 4.2, below.

21 Mr. S Leather further agrees that each warning shall be prominently placed with such  
22 conspicuousness, as compared with other words, statements, or designs, as to render it likely to be  
23 read and understood by an ordinary individual under customary conditions before purchase or use and  
24 shall be provided in a manner such that it is clearly associated with the specific Product to which the  
25 warning applies. Where a consumer product sign, label or shelf tag used to provide a warning  
26 includes consumer information in language(s) other than English, the warning or notice must also be  
27 provided in such other language(s) in addition to English. The warning shall consist of either of the  
28 Long-Form Warning or Short-Form Warning statement(s) set forth in Sections 2.3(a) and 2.3(b).

1                   **(a) Long-Form Warning.**

2                   The Long-Form Warning for Products containing DEHP in excess of the  
3 Reformulation Standard set forth in Section 2.2, Mr. S Leather shall provide the following warning  
4 statement:

5                   **⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** This  
6 product can expose you to chemicals including di(2-ethylhexyl) phthalate (DEHP),  
7 a chemical known to the State of California to cause birth defects or other  
reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

8 A warning provided pursuant to this Section 2.3(a) must print the word “**WARNING:**”, “**CA**  
9 **WARNING**”, or “**CALIFORNIA WARNING:**” in all capital letters and in bold font. The warning  
10 symbol to the left of the word “**WARNING:**” must be a black exclamation point in a yellow  
11 equilateral triangle with a black outline, except, if the labeling does not use yellow, then the symbol  
12 may be in black and white.

13                   **(b) Short-Form Warning.**

14                   Mr. S Leather may, but is not required to, use the following Short-Form Warnings (“Short-  
15 Form Warning”), subject to the additional requirements in Sections 2.2(c) through (f), below, as  
16 follows:

17                   **⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Risk of  
18 reproductive harm from exposure to di(2-ethylhexyl) phthalate (DEHP). See  
[www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

19                   - Or -

20                   **⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Can expose  
21 you to di(2-ethylhexyl) phthalate (DEHP), a reproductive toxicant. See  
22 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

23                   The following warning statement may be used on Products containing DEHP manufactured  
24 and labeled prior to January 1, 2028, as appropriate (the “pre 2028 Warning”):

25                   **⚠ WARNING:** Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

26  
27  
28                   **(c) Product Label Warnings**

1 Mr. S Leather shall include the warning in Section 2.3(a) and 2.3(b) after January 1, 2028 or  
2 the pre-2028 Warning before January 1, 2028 on the Product label, or affixed to directly to Products  
3 provided for sale to consumers located in California, in the same manner as other consumer  
4 information or warning materials on the Products. The entire warning shall appear in a type size of at  
5 least 6-point type and no smaller than the largest type size used for other consumer information on the  
6 Products. For purposes of this Consent Judgment, “Product label” means any display of written,  
7 printed or graphic material that is printed on or affixed to a Product or its immediate container or  
8 packaging.

9 **(d) Internet Warnings**

10 If, after the Compliance Date, Mr. S Leather sells Products via the internet directly, or  
11 indirectly through customers with nationwide distribution or e-commerce websites, to customers  
12 located in California, Mr. S Leather shall also provide the warning statement(s) in Section 2.3(a) and  
13 2.3(b), or the pre-2028 Warning before January 1, 2028, by prominently displaying the warning(s) on  
14 its website, or requiring the warning to be prominently displayed, on the websites of direct customers  
15 Mr. S Leather knows sell the products online via the internet in or into California. Mr. S Leather shall  
16 provide the appropriate warning to the consumer during the purchase process without requiring  
17 customers to seek out the warning. For Products sold online in or into California by Mr. S Leather or  
18 those customers Mr. S Leather knows to sell Products online to consumers in California, the warning  
19 or a clearly marked hyperlink to the warning using the word “WARNING” or “CA WARNING” or  
20 “CALIFORNIA WARNING”, given in conjunction with the sale of Products via the internet, shall  
21 appear (a) on the same web page on which the Products are displayed; (b) via a clearly hyperlink  
22 using the word “WARNING” or the words “CA WARNING” or “CALIFORNIA WARNING” on the  
23 product display page that links to the warning; or (c) as an otherwise prominently displayed warning  
24 provided to the purchaser prior to completing the purchase (which does not include a warning in the  
25 general content section of the website). If the warning is provided on the Product Label or affixed to  
26 the Product using the Short-Form content, pursuant to Section 2.3(b), then the warning provided on  
27 the website may use the same content. For direct customers Mr. S Leather knows or has reason to  
28 know sell Products online via the internet in or into California, as a condition of sale, Mr. S Leather

1 shall provide such customers with the internet warning language set forth in this Section and instruct  
2 them to provide California consumers with those warnings.

3 **3. MONETARY SETTLEMENT TERMS**

4 **3.1 Settlement Payments**

5 Mr. S Leather will pay a total of \$21,000 in settlement funds under this Consent Judgment.  
6 This total settlement payment sum includes a \$2,500 civil penalty payment and reimbursement of  
7 \$18,500 in BSF's fees and costs of suit, as more clearly detailed in Sections 3.2 and 3.3, below.

8 **3.2 Civil Penalty**

9 Pursuant to Health and Safety Code § 25249.7(b), Mr. S Leather agrees to pay a civil penalty  
10 of \$2,500 within ten (10) days of the Effective Date. Mr. S Leather civil penalty payment will be  
11 allocated according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent  
12 (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment  
13 ("OEHHA"), and the remaining twenty-five percent (25%) retained by BSF. Mr. S Leather shall issue  
14 its payment in two checks made payable to: (a) "OEHHA" in the amount of \$1,875; and (b) "Seven  
15 Hills in Trust for Keep America Safe and Beautiful" in the amount of \$625. BSF's counsel shall  
16 remit and disburse to OEHHA and BSF their respective portions of Mr. S Leather's civil penalty  
17 payment.

18 **3.3 Reimbursement of Attorneys' Fees and Costs**

19 After the Parties finalized all other material settlement terms, they negotiated Mr. S Leather's  
20 reimbursement to BSF and its counsel under general contract principles and the private attorney  
21 general doctrine, codified at California Code of Civil Procedure section 1021.5. Mr. S Leather's  
22 payment under this Section covers all work performed through the mutual execution and reporting of  
23 this Consent Judgment to the OAG and obtaining an entry of judgment pursuant its terms, but  
24 excludes all fees and costs incurred on appeal, if any. Within ten (10) days of the Effective Date, Mr.  
25 S Leather shall issue a check in the amount of \$18,500 payable to "Seven Hills LLP" for all fees and  
26 other costs incurred investigating, bringing this matter to Mr. S Leather's attention, litigating,  
27 negotiating a settlement in the public interest, obtaining the Court's approval of this Consent  
28

1 Judgment and an entry of judgment according to its terms pursuant to Section 5, and reporting the  
2 settlement to the OAG.

### 3 **3.3 Payments**

4 All payments due under this Consent Judgment shall be delivered to BSF's counsel at the  
5 following address:

6 Seven Hills LLP  
7 Attn: Laralei Paras, Esq.  
8 1 Embarcadero Center, Suite 1200  
9 San Francisco, CA 94111

## 9 **4. CLAIMS COVERED AND RELEASED**

### 10 **4.1 BSF's Public Release of Proposition 65 Claims**

11 This Consent Judgment is a full, final, and binding resolution of any claim for violations of  
12 Proposition 65 BSF alleged or could have alleged arising out of the allegations in the Notice and  
13 Complaint. BSF, acting on its own behalf, in the public interest, and on behalf of its past and current  
14 agents, representatives, attorneys, successors and assignees ("Releasors") releases Mr. S Leather, its  
15 past and present parents, subsidiaries, affiliated entities under common ownership, directors,  
16 officers, employees, attorneys, and each entity to whom Mr. S Leather directly or indirectly  
17 distributes or sells the Products including its downstream distributors, wholesalers, marketplace  
18 hosts, customers, retailers, franchisees, cooperative members, and licensees ("Releasees") for all  
19 claims arising under Proposition 65 based on Mr. S Leather's alleged failure to provide a clear and  
20 reasonable warning regarding alleged or actual exposures to DEHP in Products manufactured,  
21 processed, distributed, sold and offered for sale in California before the Compliance Date, as set  
22 forth in the Notice and Complaint. The Parties agree compliance with Section 2 of this Consent  
23 Judgment shall be deemed compliance with Proposition 65 with respect to alleged or actual  
24 exposures to DEHP in all Products sold or distributed for sale by Mr. S Leather prior to the  
25 Compliance Date. The Parties further understand and agree this Section 4.1 release shall not extend  
26 to upstream to any entity who manufactured, distributed, or otherwise supplied the Products, or any  
27 component part(s) thereof, to Mr. S Leather. Nor shall this release extend downstream to any  
28 Releasee Mr. S Leather instructs to provide a warning on Products that are not Reformulated

1 Products and who fails to do so. Nothing in this Section affects BSF's right to commence or  
2 prosecute an action under Proposition 65 against a Releasee that does not involve Mr. S Leather  
3 Products.

4 **4.2 BSF's Private Release of Proposition 65 Claims**

5 In further consideration of the promises and agreements set forth herein, BSF on its own  
6 behalf as an individual nonprofit corporation and *not* on behalf of the public in California, and on  
7 behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, hereby  
8 waives all rights it may have to institute or participate, directly or indirectly, in any form of legal  
9 action, and it releases all claims it may have, including, without limitation, all actions, and causes of  
10 action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties,  
11 losses, or expenses including, but not exclusively, investigation fees, expert fees, and attorneys' fees  
12 arising under Proposition 65 with respect to DEHP in Products manufactured, distributed, sold  
13 and/or offered for sale by Mr. S Leather and/or Releasees prior to the Compliance Date. As with the  
14 Section 4.1 release, above, this Section 4.2 release shall not extend to upstream to any entity who  
15 manufactured, distributed, or otherwise supplied the Products or any component party thereof to Mr.  
16 S Leather. Nor shall this extend downstream to any Releasee(s) instructed by Mr. S Leather to  
17 provide a warning on Products that are not Reformulated Products and who fail to do so. Nothing in  
18 this Section affects BSF's right to commence or prosecute an action under Proposition 65 against a  
19 Releasee that does not involve Mr. S Leather Products.

20 **4.3 Mr. S Leather's Release of BSF**

21 Mr. S Leather, on its own behalf and on behalf of its past and current agents, representatives,  
22 attorneys, successors, and assignees, hereby waives any claim against BSF and its attorneys and other  
23 representatives, for any action taken or statement made (or those that could have been taken or made)  
24 by BSF and its attorneys and other representatives, whether in the course of investigating claims or  
25 otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products.

26 **4.4 Mutual Waiver of California Civil Code § 1542**

27 BSF on its own behalf as a nonprofit corporation, and *not* in the public interest, on the one hand,  
28 and Mr. S Leather, on the other hand, each acknowledge that the claims in this Consent Judgment

1 include all known and unknown claims pertaining to the failure to warn of exposures to DEHP in  
2 Products sold in California before the Effective Date, except as provided in Section 4.1, above, and  
3 each waives the provisions of California Civil Code section 1542 as to any unknown claims pertaining  
4 to the failure to warn of exposures to DEHP in the Products sold in California that may have existed  
5 prior to and including the Effective Date, except as provided in Section 4.2. California Civil Code  
6 section 1542 reads as follows:

7           A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR  
8           RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
9           FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY  
          HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
          WITH THE DEBTOR OR RELEASED PARTY.

10 The Parties acknowledge and understand the significance and consequences of this specific waiver  
11 of California Civil Code section 1542 and agree to waive the same as well as any statute of similar  
12 import or meaning of any other jurisdiction.

13 **5.     COURT APPROVAL**

14           Pursuant to California Health and Safety Code § 25249.7(f)(4), BSF shall file a motion for  
15 judicial approval of this Consent Judgment. The Parties agree to mutually employ their best efforts,  
16 and those of their counsel, to support the entry of this agreement as a judgment pursuant to the terms  
17 of this Consent Judgment, and to seek judicial approval of the settlement in a timely manner. For  
18 purposes of this section, “best efforts” shall include, at a minimum, supporting the motion for  
19 approval, responding to any third-party objection, and appearing at the hearing before the Court if so  
20 requested.

21 **6.     SEVERABILITY**

22           If, subsequent to the Court’s approval and entry of this Consent Judgment as a judgment, any  
23 provision of this Consent Judgment is deemed by a court to be unenforceable, the validity of the  
24 remaining provisions shall not be adversely affected.

25 **7.     GOVERNING LAW**

26           The terms of this Agreement shall be governed by the laws of the State of California and  
27 apply within California. If Proposition 65 is repealed, preempted, or is otherwise rendered  
28 inapplicable by reason of law generally, or as to the Products, then Mr. S Leather may notify BSF

1 and the Parties shall meet and confer in good faith for a period of no less than thirty (30) days to  
2 enter a modified consent judgment pursuant to Section 12, below. In the event the Parties seek to  
3 modify this agreement BSF and its counsel further agree to comply with the “Reporting  
4 Requirements” set forth in Section 10, below. Nothing in this Agreement shall be interpreted to  
5 relieve Triunfo from its obligation to comply with any state or federal law or regulation.

6 **8. NOTICE**

7 Unless specified herein, all correspondence and notice required by this Consent Judgment  
8 shall be in writing and sent by: (i) first-class registered or certified mail, return receipt requested; or  
9 (ii) a recognized overnight courier to any Party by the other at the following addresses; courtesy  
10 copies may be sent electronically to the email addresses listed below:

11 For Mr. S Leather:

12 Jonathan Schroder, CEO  
13 Mr. S. Leather Co., Incorporated  
14 385 8th Street  
San Francisco, CA 94103

15 *With a copy to:*

16 Jaime Santos, Esq.  
17 SANTOS WALDING LLP  
1300 Clay Street, Suite 600  
Oakland, CA 94612-1427

11 For BSF:

Laralei Paras, Esq.  
SEVEN HILLS LLP  
1 Embarcadero Center, Suite 1200  
San Francisco, CA 94111  
laralei@sevenhillslp.com

18  
19 Any Party may, from time to time, specify in writing to the other Party a change of address to which  
20 all notices and other communications shall be sent.

21 **9. COUNTERPARTS AND ELECTRONIC SIGNATURES**

22 This Consent Judgment may be executed in counterparts and by electronic or facsimile  
23 signature(s), each of which shall be deemed an original and, all of which, when taken together, shall  
24 constitute one and the same document.

25 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

26 BSF and its counsel agree to comply with the reporting form requirements referenced in  
27 California Health and Safety Code § 25249.7(f).  
28

1 **11. ENTIRE AGREEMENT**

2 This Consent Judgment contains the sole and entire agreement and understanding of the  
3 Parties with respect to the subject matter hereof, and all prior discussions, negotiations,  
4 commitments, or understandings, if any, are hereby merged herein. No warranty, representation, or  
5 other agreement exists between the Parties except those expressly set forth herein. No  
6 representation, oral or otherwise, express or implied, other than those specifically referred to in this  
7 Consent Judgment have been made by either Party. No other agreement not specifically contained  
8 herein shall be deemed to exist or bind either Party or the Releasees and Releasors defined herein.

9 **12. MODIFICATION**

10 This Consent Judgment may be modified only by: (i) a written agreement of the Parties  
11 (which agreement shall not be unreasonably withheld) and the entry of a modified Consent Judgment  
12 by the Court thereon; or (ii) upon a successful motion of any party and the entry of a modified  
13 Consent Judgment by the Court thereon. No Party shall seek modification of this Consent Judgment  
14 without first providing written notice to the other Party of the basis for the modification sought, and  
15 meeting and conferring in good faith prior to moving the Court for an order modifying the Consent  
16 Judgment. In the event the Parties or either Party seek(s) modification of this Consent Judgment by  
17 written agreement or on noticed motion by the Court, the Party or Parties shall provide the OAG with  
18 no less than 45 days' notice of their intended revision(s) to the Consent Judgment prior to any hearing  
19 by the Court on a motion for approval of such modification.

20 **13. PUBLIC BENEFIT.**

21 It is the Parties' understanding that the commitments Mr. S Leather has agreed to herein, and  
22 actions to be taken by Mr. S Leather under this Settlement Agreement, would confer a significant  
23 benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code  
24 tit. 11, § 3201. As such, it is the intent of the parties that to the extent any other private party initiates  
25 an action alleging a violation of Proposition 65 with respect to Mr. S Leather failure to provide a  
26 warning concerning exposure to DEHP prior to use of the Products it has manufactured, distributed,  
27 sold, or offered for sale in California, or will manufacture, distribute, sell, or offer for sale in  
28 California, such private party action would not confer a significant benefit on the general public as to

1 those Products addressed in this Settlement Agreement, provided that Mr. S Leather is in material  
2 compliance with this Settlement Agreement.

3 **14. AUTHORIZATION**

4 The undersigned are authorized to execute this Consent Judgment on behalf of their  
5 respective Parties and have read, understand, and agree to all the terms and conditions of this  
6 Consent Judgment.

7 **AGREED TO**

**AGREED TO:**

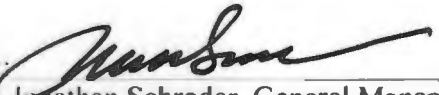
8 Dated: 12/23/2025

Dated: Dec 18<sup>th</sup>, 2025

9  
10 By:

  
Anthony Nguyen, CEO  
BLUE SKY FOREVER

By:

  
Jonathan Schroder, General Manager  
MR. S. LEATHER CO., INCORPORATED