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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.

Lead Case No. 25CV112558

[Consolidated with Case No.  
25CV114499]

**[PROPOSED] CONSENT  
JUDGMENT AS TO RAPHA RACING  
LLC**

This Document Relates To:

CENTER FOR ENVIRONMENTAL HEALTH,  
a non-profit corporation,

Plaintiff,

v.

ACUSHNET COMPANY, *et al.*,

Defendants.

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

12           1.2     On January 14, 2025, CEH issued 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 gloves without first  
17 providing a clear and reasonable Proposition 65 warning.

18           1.3     On March 5, 2025, CEH filed the original Complaint in the above captioned matter  
19 (hereinafter, the “Action”). On May 2, 2025, CEH amended the Complaint to name Settling  
20 Defendant as a defendant in the Action.

21           1.4     For purposes of this Consent Judgment only, Settling Defendant does not dispute it  
22 is a business entity that is also a person in the course of doing business as such term is defined  
23 under Proposition 65.

24           1.5     For purposes of this Consent Judgment only, the Parties stipulate that this Court  
25 has jurisdiction over the allegations of violations contained in the Complaint and personal  
26 jurisdiction over each Settling Defendant as to the acts alleged in the Complaint, that venue is  
27 proper in the County of Alameda, and that this Court has jurisdiction to enter and enforce this  
28 Consent Judgment as a full and final resolution of all claims which were or could have been

1 raised in the Complaint based on the facts alleged therein with respect to leather gloves sold by  
2 each 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) is certified to produce Chrome-  
13 Tanned Leather pursuant to the Reformulation Protocol and provides a certification substantially  
14 in the form set forth on Exhibit B, or (b) provides a certification demonstrating that the tannery  
15 has achieved certification with overall Gold rating under the Leather Working Group (LWG)  
16 Audit Protocol P7.2.2 (or any subsequent higher version that is in force at the time of  
17 certification), or has attained a Gold medal rating in the section “Restricted Substances,  
18 Compliance & Chromium VI Management” (or any subsequent section or sections regarding  
19 CrVI management) (“LWG Certification”).

20 2.2 “Chrome-Tanned Leather” means that the hide or skin used to make the leather  
21 was converted to leather either by treatment solely with chromium salts or with chromium salts  
22 together with a small amount of some other tanning agent, used merely to assist the chromium  
23 tanning process, and not in sufficient amount to alter the essential chromium tanned character of  
24 the leather that is tanned with chromium compounds. Chrome-Tanned Leather does not include  
25 Exotic Leather.

26 2.3 “Covered Products” means gloves for which normal and foreseeable use will result  
27 in one or more Chrome-Tanned Leather components coming into direct contact with the skin of  
28

1 the average user’s hand while the gloves are worn (*e.g.*, an unlined glove, or one that is lined with  
2 Chrome-Tanned Leather).

3 2.4 “Effective Date” means the date on which notice of entry of this Consent  
4 Judgment by the Court is served upon Settling Defendant.

5 2.5 “Exotic Leather” means leather that is made from hides of exotic animals such as  
6 alligators, crocodiles, sharks, lizards, snakes, and ostriches.

7 2.6 “Reformulated Leather” means Chrome-Tanned Leather that was produced  
8 pursuant to the Reformulation Protocol by a Certified Tannery.

9 2.7 “Reformulation Protocol” means the leather tanning protocol set forth on Exhibit  
10 A.

11 2.8 “Skin Contact Component” means a Chrome-Tanned Leather component that  
12 comes into direct contact with the skin of the average user’s hand while the Covered Product is  
13 being worn.

### 14 **3. INJUNCTIVE RELIEF**

15 3.1 After the Effective Date, Settling Defendant shall not distribute for sale or sell in  
16 California any Covered Product that will be sold or offered for sale by Settling Defendant or any  
17 entity downstream of Settling Defendant in California, except as provided in Section 3.2.

18 3.1.1 **Notice to Tanneries and Suppliers.** Settling Defendant represents and  
19 warrants that it stopped selling or offering for sale Covered Products made with leather that is not  
20 Reformulated Leather in California as of May 2025. Accordingly, Settling Defendant need not  
21 provide any notice to their tanneries or suppliers of Covered Products instructing them that all  
22 Covered Products shall be made with Reformulated Leather or non-leather materials.

23 3.2 **Protocol Reformulation.** As an alternative to the injunctive remedy set forth in  
24 Section 3.1, after the Effective Date Settling Defendant may sell Covered Products that will be  
25 sold or offered for sale by Settling Defendant or any entity downstream of Settling Defendant in  
26 California so long as the leather of any Skin Contact Components was produced pursuant to the  
27 Reformulation Protocol by a Certified Tannery.

28

1                   3.2.1 **Protocol Reformulation Notice.** At least thirty (30) days before Settling  
2 Defendant sells any Covered Products that are made with Chrome-Tanned Leather that will be  
3 reformulated under Section 3.2, such Settling Defendant shall serve on CEH a written report  
4 notifying CEH of its intent to sell such reformulated Covered Products and identifying the  
5 specific Covered Products that have been or will be reformulated by name, product code number,  
6 SKU, and any other identifier.

7 **4. ENFORCEMENT**

8                   4.1 **Enforcement Procedures.** Any Party or any of the public entities identified in  
9 Health & Safety Code section 25249.7(c) (collectively, “Enforcers”) may, by motion or  
10 application for an order to show cause before this Court, seek to enforce the terms of this Consent  
11 Judgment. Prior to filing any such motion or application, the Enforcer(s) shall provide the  
12 allegedly violating Party with a Notice of Violation setting forth the detailed factual and legal  
13 basis for the alleged violation. The Enforcer(s) and the allegedly violating Party shall then meet  
14 and confer during the thirty (30) day period following the date the Notice of Violation was sent in  
15 an effort to try to reach agreement on an appropriate cure, penalty, or related attorneys’ fees  
16 related to the alleged violation. After such thirty (30) day period, the Enforcer(s) may, by new  
17 action, motion, or application for an order to show cause before the Superior Court of Alameda,  
18 seek to enforce the terms and conditions contained in this Consent Judgment. In any enforcement  
19 proceeding, the Court shall not be limited by this Consent Judgment in fashioning remedies for  
20 failure to comply with Proposition 65, and may order compliance with Proposition 65 by  
21 reformulation, warnings, or any other method it finds compliant with the law.

22 **5. PAYMENTS**

23                   5.1 **Payments by Settling Defendant.** On or before ten (10) business days after  
24 notice of the entry of an order approving this Consent Judgment is served on Settling Defendant,  
25 Settling Defendant shall pay the total sum of \$45,000 as a settlement payment as further set forth  
26 in this Section.

27                   5.2 **Allocation of Payments.** The total settlement amount shall be paid in two (2)  
28 separate wire transfer payments: one payment to the State of California’s Office of Environmental

1 Health Hazard Assessment (“OEHHA”) in the amount of \$4,218 as a civil penalty and associated  
2 with taxpayer identification number 68-0284486, and one payment to the Lexington Law Group,  
3 LLP IOLTA (“LLG IOLTA”) in the amount of \$40,782 and associated with taxpayer  
4 identification number 94-6001385. The payment to the LLG IOLTA shall thereafter be allocated  
5 as between civil penalty, Additional Settlement Payment (“ASP”), and attorneys’ fees and costs  
6 as specified below and delivered by Counsel for CEH to the entities set forth below. Any failure  
7 by Settling Defendant to comply with the payment terms herein shall be subject to a stipulated  
8 late fee to be paid by Settling Defendant in the amount of \$100 for each day the full payment is  
9 not received after the applicable payment due date set forth in Section 6.1. The late fees required  
10 under this Section shall be recoverable, together with reasonable attorneys’ fees, in an  
11 enforcement proceeding brought pursuant to Section 5 of this Consent Judgment. The funds paid  
12 by Settling Defendant shall be allocated as set forth below between the following categories and  
13 made payable as follows:

14           5.2.1 As part of the \$45,000 total payment, Settling Defendant shall pay \$5,624  
15 as a civil penalty pursuant to Health & Safety Code §25249.7(b). The civil penalty payment shall  
16 be apportioned in accordance with Health & Safety Code §25249.12 (*i.e.*, 25% to CEH and 75%  
17 to OEHHA). Accordingly, Settling Defendant shall pay the OEHHA portion of the civil penalty  
18 payment for \$4,218 by wire transfer to OEHHA’s State of California Safe Drinking Water and  
19 Toxic Enforcement Fund account, for which Settling Defendant shall obtain the necessary  
20 account information. Settling Defendant shall pay the CEH portion of the civil penalty payment  
21 for \$1,406 by wire transfer to the LLG IOLTA, for which Counsel for CEH shall provide the  
22 necessary account information. Counsel for CEH shall thereafter allocate and deliver this civil  
23 penalty portion to CEH.

24           5.2.2 As part of the \$45,000 total payment, Settling Defendant shall pay \$4,216  
25 as an ASP to CEH pursuant to Health & Safety Code §25249.7(b), and California Code of  
26 Regulations, Title 11, §3204. CEH will use these funds to support CEH programs and activities  
27 that seek to educate the public about toxic chemicals, including hormone disruptors such as CrVI,  
28 work with industries interested in moving toward safer alternatives, advocate with government,

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

9           5.2.3 As part of the \$45,000 total payment, Settling Defendant shall pay \$35,160  
10 as a reimbursement of a portion of CEH's reasonable attorneys' fees and costs (including but not  
11 limited to expert and investigative costs). The payments pursuant to this Section shall be paid by  
12 wire transfer to the LLG IOLTA, for which Counsel for CEH shall provide the necessary account  
13 information. Counsel for CEH shall thereafter allocate and deliver this attorneys' fees and cost  
14 reimbursement portion as follows: (a) \$28,240 to the Lexington Law Group, LLP; and (b) \$6,920  
15 to CEH.

## 16 **6. MODIFICATION OF CONSENT JUDGMENT AND TERMINATION OF** 17 **INJUNCTIVE RELIEF**

18           6.1 **Modification.** This Consent Judgment may be modified from time to time by  
19 express written agreement of the Parties, with the approval of the Court, or by an order of this  
20 Court upon motion and in accordance with law.

21           6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
22 shall attempt in good faith to meet and confer with any affected Party during a minimum of a  
23 thirty (30) day period prior to filing a motion or stipulation to modify the Consent Judgment.

## 24 **7. CLAIMS COVERED AND RELEASE**

25           7.1 The Parties enter into this Consent Judgment as a full and final settlement of all  
26 claims arising under Proposition 65 relating to alleged exposure to CrVI from gloves made with  
27 Chrome-Tanned Leather components and as to all claims pursuant to Health and Safety Code  
28 §25249.7(d) that were raised or could have been raised in the CEH 60-Day Notices or Complaints

1 arising from the failure to warn under Proposition 65 regarding the presence of CrVI in such  
2 Covered Products.

3 7.2 Provided that Settling Defendant has complied with Section 5 hereof, this Consent  
4 Judgment is a full, final, and binding resolution between CEH on behalf of itself and the public  
5 interest and Settling Defendant and its parents, subsidiaries, affiliated entities that are under  
6 common ownership, directors, officers, employees, agents, shareholders, successors, assigns, and  
7 attorneys (“Defendant Releasees”), and all entities to which Settling Defendant directly or  
8 indirectly distributes or sells Covered Products, including but not limited to its distributors,  
9 wholesalers, customers, retailers, franchisees, licensors, and licensees (“Downstream Defendant  
10 Releasees”), of any violation of Proposition 65 based on failure to warn about alleged exposure to  
11 CrVI contained in Covered Products sold by Settling Defendant prior to the Effective Date.

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

19 7.4 Provided that Settling Defendant has complied with Section 5 hereof, compliance  
20 with the terms of this Consent Judgment by Settling Defendant shall constitute compliance with  
21 Proposition 65 by Settling Defendant, its Defendant Releasees, and its Downstream Defendant  
22 Releasees with respect to any alleged failure to warn about CrVI in Covered Products sold by  
23 Settling Defendant after the Effective Date.

## 24 **8. PROVISION OF NOTICE**

25 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
26 notice shall be sent by first class and electronic mail to:

27 Joseph Mann  
28 Lexington Law Group, LLP  
503 Divisadero Street

1 San Francisco, CA 94117  
2 jmann@lexlawgroup.com

3 8.2 When Settling Defendant is entitled to receive any notice under this Consent  
4 Judgment, the notice shall be sent by first class and electronic mail to:

5 Lauren M. Michals  
6 Nixon Peabody LLP  
7 One Embarcadero Center, 32nd Floor  
8 San Francisco, CA 94111  
9 lmichals@nixonpeabody.com

10 8.3 Any Party may modify the person and address to whom the notice is to be sent by  
11 sending the other Party notice by first class and electronic mail.

## 12 **9. COURT APPROVAL**

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

17 9.2 If this Consent Judgment is not entered by the Court, it shall be of no further force  
18 or effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
19 purpose.

## 20 **10. GOVERNING LAW AND CONSTRUCTION**

21 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of  
22 California.

## 23 **11. ATTORNEYS' FEES**

24 11.1 Should CEH prevail on any motion, application for an order to show cause, or  
25 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its  
26 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should  
27 Settling Defendant prevail on any motion, application for an order to show cause, or other  
28 proceeding, such Settling Defendant may be awarded its reasonable attorneys' fees and costs as a

1 result of such motion or application upon a finding by the Court that CEH's prosecution of the  
2 motion or application lacked substantial justification.

3 11.2 Nothing in this Section 11 shall preclude a Party from seeking an award of  
4 sanctions pursuant to law.

5 **12. ENTIRE AGREEMENT**

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

19 **13. RETENTION OF JURISDICTION**

20 13.1 This Court shall retain jurisdiction over this matter to implement or modify the  
21 Consent Judgment.

22 **14. SUCCESSORS AND ASSIGNS**

23 14.1 This Consent Judgment shall apply to and be binding upon CEH and Settling  
24 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or  
25 assigns of any of them.  
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**15. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

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

**16. NO EFFECT ON OTHER SETTLEMENTS**

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

**17. EXECUTION IN COUNTERPARTS**

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

**IT IS SO ORDERED:**

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Judge of the Superior Court of California

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**IT IS SO STIPULATED:**

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

**CENTER FOR ENVIRONMENTAL  
HEALTH**



\_\_\_\_\_  
Signature

**Kizzy Charles-Guzman**

\_\_\_\_\_  
Printed Name

**Chief Executive Officer**

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_, 2025

**RAPHA RACING LLC**

\_\_\_\_\_  
Signature

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**IT IS SO STIPULATED:**

Dated: \_\_\_\_\_, 2025

**CENTER FOR ENVIRONMENTAL  
HEALTH**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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Title

Dated: January 7, 2026, ~~2025~~

**RAPHA RACING LLC**

*J. Natale*  
\_\_\_\_\_  
Signature

**Joel Natale**  
\_\_\_\_\_  
Printed Name

**Chief Product Officer**  
\_\_\_\_\_  
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**EXHIBIT A**

Reformulation Protocols for Covered Products Made with Chrome-Tanned Leather

**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 levels<sup>1</sup> 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”)<sup>2</sup> (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.

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

<sup>2</sup> 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 (KMnO<sub>4</sub>) 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 B**  
Tannery Certification

**EXHIBIT B  
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 A to the Consent Judgment in *Center for Environmental Health v. Acushnet Company, et al.*, Case No. 25CV114499, 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 glove 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.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address: \_\_\_\_\_

Date: \_\_\_\_\_