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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

CENTER FOR ENVIRONMENTAL HEALTH,
a non-profit corporation,

Plaintiff,

v.

ACUSHNET COMPANY, *et al.*,

Defendants.

1 **1. INTRODUCTION**

2 1.1 The Parties to this Consent Judgment are the Center for Environmental Health, a
3 California non-profit corporation (“CEH”), and each of the Defendants listed on Exhibit A
4 (“Settling Defendants”). CEH and each Settling Defendant are referred to herein together as the
5 “Parties” or singly as a “Party.”

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 Defendants and CEH and,
9 except as specifically provided below, it constitutes the complete, final, and exclusive agreement
10 among the Parties and supersedes any prior agreements among the Parties.

11 **2. PROCEDURAL BACKGROUND, JURISDICTION, AND PURPOSE**

12 2.1 Commencing on August 13, 2025, CEH issued a series of 60-Day Notices of
13 Violation under Health & Safety Code §25249.5 *et seq.* (“Proposition 65”) to each of the Settling
14 Defendants, the California Attorney General, the District Attorneys of every county in California,
15 and the City Attorneys of every California city with a population greater than 750,000, alleging
16 that Settling Defendants violated Proposition 65 by exposing persons to CrVI (defined in Section
17 3.4 below) from footwear made with leather materials without first providing a clear and
18 reasonable Proposition 65 warning.

19 2.2 On February 20, 2025, CEH filed the original Complaint in the above captioned
20 matter (hereinafter, the “Action”). On March 6, 2025, CEH filed the operative First Amended
21 Complaint in the Action (hereinafter, the “Complaint”).

22 2.3 Each Settling Defendant is a business entity that is also a person in the course of
23 doing business as such term is defined under Proposition 65.

24 2.4 For purposes of this Consent Judgment only, CEH and each of the Settling
25 Defendants respectively stipulate that: (a) this Court has jurisdiction over the allegations of
26 violations contained in the Complaint; (b) this Court has personal jurisdiction over Settling
27 Defendants as to the acts alleged in those Complaint, (c) venue is proper in Alameda County; and
28

1 (d) this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all
2 claims which were or could have been raised in the Complaint based on the facts alleged therein.

3 2.5 Settling Defendants and CEH agree not to challenge or object to entry of this
4 Consent Judgment by the Court. The Parties agree not to challenge this Court’s jurisdiction to
5 enforce the terms of this Judgment once it has been entered, and agree that this Court maintains
6 jurisdiction over this Judgment for that purpose, unless the Amended Consent Judgment is
7 terminated either in its entirety or as to a particular Settling Defendant.

8 2.6 By execution of this Consent Judgment and agreeing to provide the relief and
9 remedies specified herein, each of the Settling Defendants do not admit any violations of
10 Proposition 65 or any other law or legal duty. Each Settling Defendant expressly denies any
11 liability for any of the claims asserted and the facts alleged in the Complaint and the CEH 60-Day
12 Notice that relates to the particular Settling Defendant. Nothing in this Consent Judgment is
13 intended to be an admission of any issue of law or fact. This Consent Judgment is the product of
14 negotiation and compromise and is accepted by the Parties solely for the purpose of settling,
15 compromising, and resolving issues disputed in this Action.

16 **3. DEFINITIONS**

17 3.1 A “Certified Tannery” is a leather tannery that (a) is certified to produce Chrome-
18 Tanned Leather pursuant to the Reformulation Protocol and provides a certification substantially
19 in the form set forth on Exhibit B, or (b) provides a certification demonstrating that the tannery
20 has achieved certification with overall Gold rating under the Leather Working Group (LWG)
21 Audit Protocol P7.2.2 (or any subsequent higher version that is in force at the time of
22 certification), or has attained a Gold medal rating in the section “Restricted Substances,
23 Compliance & Chromium VI Management” (or any subsequent section or sections regarding
24 CrVI management) (“LWG Certification”).

25 3.2 “Chrome-Tanned Leather” means leather, other than Exotic Leather, tanned with
26 chromium compounds.

27 3.3 “Covered Products” means footwear for which normal and foreseeable use will
28 result in one or more Chrome-Tanned Leather components coming into direct contact with the

1 skin of the average user’s foot or leg while the footwear is worn (*e.g.*, a Chrome-Tanned Leather
2 insole, tongue, liner, unlined upper, or strap).

3 3.4 “CrVI” means chromium (hexavalent compounds), a chemical listed under
4 Proposition 65 as a known carcinogen and reproductive toxicant.

5 3.5 “Effective Date” means the date on which this Consent Judgment is entered by the
6 Court.

7 3.6 “Exotic Leather” means leather that is made from hides of exotic animals such as
8 alligators, crocodiles, sharks, lizards, snakes, and ostriches.

9 3.7 “Final Compliance Date” means December 31, 2025.

10 3.8 “Reformulated Leather” means Chrome-Tanned Leather that was produced
11 pursuant to the Reformulation Protocol by a Certified Tannery.

12 3.9 “Reformulation Protocol” means the leather tanning protocol set forth on Exhibit
13 C.

14 3.10 “Skin Contact Component” means a Chrome-Tanned Leather component that
15 comes into direct contact with the skin of the average user’s foot while the Covered Product is
16 being worn.

17 3.11 “Supplier” means an entity from which a Settling Defendant purchases or acquires
18 Covered Products or Chrome-Tanned Leather components used to manufacture Covered
19 Products.

20 **4. FACTUAL BACKGROUND**

21 4.1 Chromium exists in different valence states. One of those states is CrVI and
22 another is trivalent chromium, which is also known as CrIII. Neither elemental chromium nor
23 CrIII is a listed chemical under Proposition 65.

24 4.2 Chromium tanning is a process of preserving hides that uses CrIII compounds.
25 CrVI is not intentionally added to leather in the tanning process.

26 4.3 The valence state of chromium is unstable in nature. For example, CrIII will under
27 certain environmental conditions oxidize into CrVI. Likewise, CrVI will under certain
28 environmental conditions reduce into CrIII.

1 4.4 The process by which CrIII turns into CrVI is called oxidation. Certain chemicals
2 called antioxidants prevent or inhibit the oxidation process of chromium. Antioxidants can thus
3 prevent the formation of CrVI from CrIII in or on the surface of the leather.

4 4.5 Environmental conditions that affect the oxidation and reduction of chromium
5 between CrIII and CrVI include temperature, humidity, and pH.

6 4.6 The Reformulation Protocol requires tanneries to take steps to minimize the
7 potential introduction of CrVI to leather during the tanning process for Chrome-Tanned Leather
8 and to use antioxidants that are incorporated into the hides during the tanning process. CEH
9 contends that, if a tannery follows the Reformulation Protocol, the antioxidants will prevent or
10 inhibit the oxidation process such that there will not likely be detectable CrVI on the surface of
11 the leather.

12 **5. INJUNCTIVE RELIEF**

13 5.1 **Notice to Suppliers.**

14 5.1.1 To the extent any Settling Defendant has not already done so, no more than
15 sixty (60) days after the Effective Date, each Settling Defendant shall provide notice to each of its
16 current Suppliers that all Chrome-Tanned Leather used to manufacture Skin Contact Components
17 of Covered Products manufactured, distributed, or sold by the Settling Defendant must be
18 Reformulated Leather. The notice shall request that (a) any Supplier of Chrome-Tanned Leather
19 that is a tannery used to manufacture Skin Contact Components provide to the Settling Defendant
20 either (i) a certification in the form of Exhibit B, or (ii) an LWG Certification; (b) any Supplier of
21 Chrome-Tanned Leather or finished product that is not a tannery obtain from its supplier(s) of
22 Chrome-Tanned Leather used to manufacture Skin Contact Components of Covered Products
23 either (i) a certification in the form of Exhibit B, or (ii) an LWG Certification; and (c) all
24 Suppliers retain certifications for Chrome-Tanned Leather for a period of at least five (5) years
25 and, to the extent not already provided, produce them upon written request of the Settling
26 Defendant.

27 5.1.2 Prior to or coincident with ordering any Skin Contact Components or
28 Covered Products from a new Supplier or a Supplier who has not received a notice from the

1 Settling Defendant under Section 5.1.1 within five (5) years of the date of such order, a Settling
2 Defendant shall provide a notice to such Supplier, consistent with Section 5.1.1.

3 5.1.3 Any written notice sent pursuant to this Section shall include the written
4 Tannery Certification and Reformulation Protocol set forth in Exhibits B and C. The written
5 notice attached hereto as Exhibit D is deemed to comply with the requirements of this Section.

6 5.2 **Reformulation.**

7 5.2.1 **Compliance Timeline.**

8 5.2.1.1 After the Final Compliance Date, and subject to Section 5.3,
9 each Settling Defendant shall ensure that all of the Chrome-Tanned Leather used to manufacture
10 Skin Contact Components of Covered Products purchased or manufactured by Settling Defendant
11 that a Settling Defendant knows or has reason to believe may be sold or offered for sale by
12 Settling Defendant or any entity downstream of Settling Defendant in California is Reformulated
13 Leather.

14 5.2.1.2 A Settling Defendant shall be entitled to rely on Supplier
15 certifications to demonstrate compliance with this Section 5.2.1.

16 5.3 **Warnings.** After the Final Compliance Date, a Settling Defendant may utilize
17 Skin Contact Components that were not supplied by a Certified Tannery, but only as set forth in
18 this Section. If a Settling Defendant makes a determination that it is not “feasible” to obtain Skin
19 Contact Components from a Certified Tannery, it may proceed under this Section for such
20 Covered Product.

21 5.3.1 The term “feasible” includes, but is not limited to, consideration of the
22 following factors:

23 5.3.1.1 the availability of Chrome-Tanned Leather from Certified
24 Tanneries;

25 5.3.1.2 the cost of Chrome-Tanned Leather and resulting increase in
26 manufacturers’ prices resulting from the use of leather from Certified Tanneries, which factor
27 includes the geographic proximity of the factory producing the Covered Product and any Certified
28 Tannery that can produce the leather used in the Covered Product; and

1 5.3.1.3 the availability, cost, and performance and aesthetic
2 characteristics of non-Chrome-Tanned Leather that could substitute for Chrome-Tanned Leather
3 in Skin Contact Components of Covered Products;

4 5.3.2 As to California sales of a Covered Product, no Settling Defendant may sell
5 a Covered Product that such Settling Defendant knows or has reason to believe may be sold or
6 offered for sale in California by Settling Defendant or any entity downstream of Settling
7 Defendant for which it has made a determination that is not “feasible” to obtain Skin Contact
8 Components from a Certified Tannery unless such Covered Product is labeled with a Clear and
9 Reasonable Warning.

10 5.3.2.1 A Clear and Reasonable Warning under this Consent Judgment
11 shall state:



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

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

25 5.3.2.2 For online and catalog sales, any Settling Defendant that
26 provides warnings pursuant to this Section shall (i) ensure that Clear and Reasonable Warnings
27 under Section 5.3.2 are provided for Covered Products that the Settling Defendant sells online to
28 consumers in California, and (ii) provide the warning language required in Section 5.3.2.1 to any

1 customers whom it knows or has reason to believe are offering the Settling Defendants' Covered
2 Products for which a warning is required for sale online to consumers in California. Settling
3 Defendants shall also revise any product catalogs printed after the Final Compliance Date to
4 include the warning language required in Section 5.3.2.1 for each Covered Product identified in
5 the catalog that requires a Clear and Reasonable Warning pursuant to this Section. For internet,
6 catalog, or any other sale where the consumer is not physically present, the warning statement
7 shall be displayed in such a manner that it is likely to be read and understood by an ordinary
8 individual prior to the authorization of or actual payment.

9 5.3.3 Any Settling Defendant that provides a warning pursuant to the feasibility
10 option of this Section shall provide a detailed written report to CEH within forty-five (45) days of
11 the end of each calendar year regarding the use of the feasibility warnings, the units covered, and
12 the specific factual basis for the feasibility finding. This reporting obligation shall terminate five
13 (5) years after the Effective Date.

14 5.3.4 No Settling Defendant may make use of the feasibility warnings set forth in
15 this Section on more than the Allowed Warning Percentage of the styles of Covered Products
16 shipped to California or to customers which the Settling Defendant knows or has reason to
17 believe will offer for sale to customers in California in any particular year. The "Allowed
18 Warning Percentage" shall be thirty-three percent (33%) in the first and second years after the
19 Final Compliance Date, seventeen percent (17%) in the third year after the Final Compliance
20 Date, and five percent (5%) thereafter.

21 5.4 **Document Retention Requirements.** All certifications, Supplier notifications,
22 feasibility documents, and other documents referenced in this Section 5 shall be retained by each
23 Settling Defendant for four (4) years from the date of creation and made available to CEH upon
24 written request not more than once per calendar year, commencing on the Final Compliance Date
25 until the seventh (7th) anniversary of the Effective Date.

26 **6. ENFORCEMENT**

27 6.1 **Enforcement Procedures.** Any Party or any of the public entities identified in
28 Health & Safety Code section 25249.7(c) (collectively, "Enforcers") may by motion or

1 application for an order to show cause before this Court seek to enforce the terms of this Consent
2 Judgment. Prior to filing any such motion or application, the Enforcer(s) shall provide the
3 allegedly violating Party with a written notice setting forth the detailed factual and legal basis for
4 the alleged violation along with any evidentiary support for the alleged violation (“Notice of
5 Violation”). The Enforcer(s) and the allegedly violating Party shall then meet and confer during
6 the thirty (30) day period following the date the Notice of Violation was sent in an effort to try to
7 reach agreement on an appropriate cure, penalty, or related attorneys’ fees related to the alleged
8 violation. After such thirty (30) day period, the Enforcer(s) may, by motion or application for an
9 order to show cause before the Superior Court of Alameda, seek to enforce the terms and
10 conditions contained in this Consent Judgment. Nothing in this Section 6.1 shall impact the
11 Court’s authority in an enforcement proceeding to impose appropriate remedies, including the
12 provision of a clear and reasonable warning.

13 **6.2 Notice of Violation Regarding Failure to Comply with Section 5.2.**

14 6.2.1 If an Enforcer serves a Notice of Violation that alleges a violation of the
15 reformulation requirements set forth in Section 5.2, it shall identify the Covered Product and the
16 Skin Contact Components that the Enforcer contends were not produced by a Certified Tannery
17 pursuant to the Reformulation Protocol, along with the evidentiary support for such claim.

18 6.2.2 A Settling Defendant shall serve its response to a Notice of Violation
19 served under Section 6.2.1 within thirty (30) days of receipt of the Notice, unless extended by
20 agreement. The response shall include any certification and documentation sufficient to
21 demonstrate that the Skin Contact Components of the Covered Product that were the subject of
22 the Notice of Violation were produced by a Certified Tannery.

23 6.2.2.1 If the Settling Defendant’s response demonstrates that: (a) the
24 Skin Contact Components identified in the Notice were produced by a tannery that was a
25 Certified Tannery at the time of production; or (b) the Notice of Violation identifies the same
26 Covered Product or Covered Products differing only in size that have been the subject of another
27 Notice of Violation within the preceding twelve (12) months, the Enforcer shall take no further
28 action. If the Enforcer contends that the Settling Defendant’s response does not satisfy the

1 provisions of this Section, the Enforcer shall within thirty (30) days of receipt of Defendant's
2 response notify the Settling Defendant of the basis for its contention, the Notice shall be deemed
3 contested, and the Parties shall proceed under Section 6.2.4.

4 6.2.2.2 If the Settling Defendant does not serve a response within thirty
5 (30) days of receipt of the Notice, it shall be deemed to contest the Notice and the Parties shall
6 proceed under Section 6.2.4.

7 6.2.3 If the Settling Defendant elects not to contest a Notice of Violation served
8 under Section 6.2.1, the Settling Defendant shall do the following:

9 6.2.3.1 For the first Notice of Violation served on a particular Settling
10 Defendant, within fourteen (14) days after serving its response to the Notice of Violation, the
11 Settling Defendant shall take corrective action consisting of: (a) providing the Enforcer with
12 documentation sufficient to determine the certification status of Covered Products sold for the
13 two (2) years prior to the date of the Notice of Violation; and (b) pay the Enforcer \$5,000 as
14 reimbursement of fees, costs, and expenses involved in investigating and producing the Notice of
15 Violation and reviewing and monitoring compliance by such Settling Defendant in the future.

16 6.2.3.2 For Notices of Violation served on a particular Settling
17 Defendant after the first uncontested Notice of Violation, within ninety (90) days after serving its
18 response to the Notice of Violation, the Settling Defendant shall either:

19 (a) withdraw the Covered Product from sale in California and
20 direct customers to withdraw the Covered Product from sale in California; or

21 (b) provide a clear and reasonable warning pursuant to Section
22 5.3.2 for Covered Products sold by the Settling Defendant in California and instruct any
23 customers to provide such warning.

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

28

1 6.2.4 If any dispute arises relating to the sufficiency of any information provided
2 by an Enforcer or a Settling Defendant pursuant to this Section 6.2, or if the Settling Defendant
3 elects to contest a Notice of Violation, the Parties shall meet and confer as required by Section 6.1
4 before filing any motion, application, or request for an order with the court. A Settling Defendant
5 may at any time during the meet and confer process and prior to the Enforcer filing any motion,
6 application, or request for an order with the court, notify the Enforcer that the Settling Defendant
7 no longer contests the Notice and that the Settling Defendant elects to proceed pursuant to Section
8 6.2.3.

9 **7. PAYMENTS**

10 7.1 **Payments by Settling Defendant.** On or before ten (10) business days after
11 notice of the entry of this Consent Judgment and receipt of Forms W-9 for all payees, each
12 Settling Defendant shall pay the total sum set forth on Exhibit A for that Settling Defendant as a
13 settlement payment as further set forth in this Section.

14 7.2 **Allocation of Payments.** The total settlement amount shall be paid in five (5)
15 separate checks in the amounts specified for each Settling Defendant on Exhibit A and delivered
16 as set forth below. Any failure by a Settling Defendant to comply with the payment terms herein
17 shall be subject to a stipulated late fee to be paid by such Settling Defendant in the amount of
18 \$100 for each day the full payment is not received after the applicable payment due date set forth
19 in Section 7.1. The late fees required under this Section shall be recoverable, together with
20 reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 6 of this
21 Consent Judgment. The funds paid by Settling Defendants shall be allocated as set forth below
22 between the following categories and made payable as follows:

23 7.3 Each Settling Defendant shall pay the civil penalty amounts set forth in Exhibit A
24 for that Settling Defendant as a civil penalty pursuant to Health & Safety Code §25249.7(b). The
25 civil penalty payment shall be apportioned in accordance with Health & Safety Code §25249.12
26 (*i.e.*, 25% to CEH and 75% to the State of California's Office of Environmental Health Hazard
27 Assessment ("OEHHA")). Accordingly, each Settling Defendant shall pay the OEHHA portion
28 of the civil penalty payment set forth in Exhibit A for that Settling Defendant by check made

1 payable to OEHHA and associated with taxpayer identification number 68-0284486. This
2 payment shall be delivered as follows:

3 For United States Postal Service Delivery:

4 Attn: Mike Gyurics
5 Fiscal Operations Branch Chief
6 Office of Environmental Health Hazard Assessment
7 P.O. Box 4010, MS #19B
8 Sacramento, CA 95812-4010

9 For Non-United States Postal Service Delivery:

10 Attn: Mike Gyurics
11 Fiscal Operations Branch Chief
12 Office of Environmental Health Hazard Assessment
13 1001 I Street, MS #19B
14 Sacramento, CA 95814

15 7.3.1 Each Settling Defendant shall pay the CEH portion of the civil penalty
16 payment set forth in Exhibit A for that Settling Defendant by check made payable to the Center
17 for Environmental Health and associated with taxpayer identification number 94-3251981. This
18 payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco,
19 CA 94117.

20 7.3.2 Each Settling Defendant shall pay the amount set forth in Exhibit A for that
21 Settling Defendant as an Additional Settlement Payment (“ASP”) to CEH pursuant to Health &
22 Safety Code §25249.7(b), and California Code of Regulations, Title 11, §3204. CEH will use
23 these funds to support CEH programs and activities that seek to educate the public about toxic
24 chemicals, including hormone disruptors such as hexavalent chromium, work with industries
25 interested in moving toward safer alternatives, advocate with government, businesses, and
26 communities for business practices that are safe for human health and the environment, and
27 thereby reduce the public health impacts and risks of exposure to hexavalent chromium and other
28 toxic chemicals in consumer products sold in California. CEH shall obtain and maintain adequate
records to document that ASPs are spent on these activities and CEH agrees to provide such
documentation to the Attorney General within thirty (30) days of any request from the Attorney
General. The payments pursuant to this Section shall be made payable to the Center for

1 Environmental Health and associated with taxpayer identification number 94-3251981. These
2 payments shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco,
3 CA 94117.

4 7.3.3 Each Settling Defendant shall pay the amount set forth in Exhibit A for that
5 Settling Defendant as a reimbursement of a portion of CEH's reasonable attorneys' fees and costs
6 (including but not limited to expert and investigative costs). The attorneys' fees and cost
7 reimbursement shall be made in two separate checks in the amounts set forth on Exhibit A for that
8 Settling Defendant as follows: (a) a check payable to the Lexington Law Group, LLP and
9 associated with taxpayer identification number 88-4399775; and (b) a check payable to the Center
10 for Environmental Health and associated with taxpayer identification number 94-3251981. Both
11 of these payments shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San
12 Francisco, CA 94117.

13 7.3.4 A summary of the payments to be made by each Settling Defendant is set
14 forth on Exhibit A for each Settling Defendant including the specific payees, amounts, and
15 delivery entity for each check.

16 **8. MODIFICATION OF CONSENT JUDGMENT**

17 8.1 **Modification.** This Consent Judgment may be modified from time to time by
18 express written agreement of the Parties to which any such modification would apply, with the
19 approval of the Court, or by an order of this Court upon motion and in accordance with law.

20 8.2 **Force Majeure.** The inability of a Settling Defendant to comply with any
21 deadline set forth in this Consent Judgment due to an act of terrorism, fire, earthquake, civil
22 disorders, war, or act of God that is beyond the reasonable control of such Settling Defendant
23 shall be grounds to move for modification of the deadlines set forth in this Consent Judgment.

24 8.3 **Most Favored Nations Provision.** If, after the Effective Date, a court enters
25 judgment in the Action or another Proposition 65 enforcement action brought by CEH over
26 exposure to CrVI in Covered Products that imposes different injunctive relief from that set forth
27 in this Consent Judgment, a Settling Defendant may seek to modify Section 5 of this Consent
28 Judgment to conform with the injunctive relief provided in such later judgment.

1 **8.4 Termination of Injunctive Relief.**

2 8.4.1 If, after the Effective Date, a court enters judgment in the Action or another
3 Proposition 65 enforcement action brought by CEH over exposure to CrVI in leather footwear
4 that denies a request for injunctive relief on the grounds that (a) CEH has not shown an exposure
5 to CrVI from Chrome-Tanned Leather, or (b) the defendant has demonstrated that any exposure
6 to CrVI from Chrome-Tanned Leather is exempt from the Proposition 65 warning requirement
7 under Health & Safety Code §25249.10(c), a Settling Defendant may seek to terminate the
8 injunctive relief in Section 5 of this Amended Consent Judgment as to that Settling Defendant.

9 8.4.2 Commencing on the fifth (5th) anniversary of the Effective Date, a Settling
10 Defendant may seek to terminate the injunctive relief in Section 5 of this Amended Consent
11 Judgment as to that Settling Defendant. Upon any such termination, the provisions of Section 9.3
12 shall no longer apply to such Settling Defendant.

13 **8.5 Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
14 or terminate it pursuant to Section 8.4 shall attempt in good faith to meet and confer with all
15 affected Parties prior to filing a motion to modify the Consent Judgment.

16 **9. CLAIMS COVERED AND RELEASE**

17 9.1 The Parties enter into this Consent Judgment as a full and final settlement of all
18 claims arising under Proposition 65 relating to alleged exposure to CrVI from footwear made
19 with Chrome-Tanned Leather components (“Released Products”), and as to all claims pursuant to
20 Health and Safety Code §25249.7(d) that were raised or could have been raised in the CEH 60-
21 Day Notices or Complaint, arising from the failure to warn under Proposition 65 regarding the
22 presence of CrVI in such Released Products.

23 9.2 Provided that a Settling Defendant has complied with Section 7 hereof, this
24 Consent Judgment is a full, final, and binding resolution between CEH on behalf of itself and the
25 public interest and such Settling Defendant and its parents, subsidiaries, affiliated entities
26 (including but not limited to, for Settling Defendant SMCP USA Inc., the affiliated entity SMCP
27 USA Retail West Inc.) that are under common ownership, directors, officers, employees, agents,
28 shareholders, successors, assigns, and/or attorneys (“Defendant Releasees”), and all entities to

1 which such Settling Defendant directly or indirectly distributes or sells Released Products,
2 including but not limited to its distributors, wholesalers, customers, retailers, franchisees,
3 licensors, and licensees (“Downstream Defendant Releasees”), of any violation of Proposition 65
4 based on failure to warn about alleged exposure to CrVI contained in Released Products that were
5 manufactured, distributed, sold, or offered for sale by a Settling Defendant prior to the Final
6 Compliance Date.

7 9.3 Provided that a Settling Defendant has complied with Section 7 hereof, CEH, for
8 itself and its agents, successors, and assigns, releases, waives, and forever discharges any and all
9 claims against such Settling Defendant, its Defendant Releasees, and its Downstream Defendant
10 Releasees arising from any violation of Proposition 65 or any other statutory or common law
11 claims that have been or could have been asserted by CEH regarding the failure to warn about
12 exposure to CrVI arising in connection with Released Products manufactured, distributed, sold, or
13 offered for sale by such Settling Defendant prior to the Final Compliance Date.

14 9.4 Provided that a Settling Defendant has complied with Section 7 hereof,
15 compliance with the terms of this Consent Judgment by such Settling Defendant shall constitute
16 compliance with Proposition 65 by such Settling Defendant, its Defendant Releasees, and its
17 Downstream Defendant Releasees with respect to any alleged failure to warn about CrVI in
18 Released Products manufactured, distributed, sold, or offered for sale by such Settling Defendant
19 after the Final Compliance Date, except as to any retailer who fails to provide warning provided
20 to said retailer pursuant to this Consent Judgment in a manner consistent with the requirements of
21 this Consent Judgment.

22 **10. PROVISION OF NOTICE**

23 10.1 When CEH is entitled to receive any notice under this Consent Judgment, the
24 notice shall be sent by first class or electronic mail to:

25 Joseph Mann
26 Lexington Law Group, LLP
27 503 Divisadero Street
28 San Francisco, CA 94117
jmann@lexlawgroup.com

1 10.2 When a Settling Defendant is entitled to receive any notice under this Consent
2 Judgment, the notice shall be sent by first class or electronic mail to the address listed on Exhibit
3 A for such Settling Defendant.

4 10.3 Any Party may modify the person and address to whom the notice is to be sent by
5 sending the other Party notice by first class or electronic mail.

6 **11. COURT APPROVAL**

7 11.1 This Consent Judgment shall become effective when approved by the Court. CEH
8 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
9 shall support approval of such Motion.

10 11.2 If this Consent Judgment is not entered by the Court, it shall be of no further force
11 or effect and shall not be introduced into evidence or otherwise used in any proceeding for any
12 purpose.

13 **12. GOVERNING LAW AND CONSTRUCTION**

14 12.1 The terms of this Consent Judgment shall be governed by the laws of the State of
15 California.

16 **13. ATTORNEYS' FEES**

17 13.1 Should CEH prevail on any motion, application for an order to show cause, or
18 other proceeding related to this Consent Judgment, CEH shall be entitled to its reasonable
19 attorneys' fees and costs incurred as a result of such motion or application from the Settling
20 Defendant(s) subject to or opposing said motion, application, or other proceeding. Should a
21 Settling Defendant prevail on any motion, application for an order to show cause, or other
22 proceeding related to this Consent Judgment, the Settling Defendant may be awarded its
23 reasonable attorneys' fees and costs as a result of such motion, application, or other proceeding
24 upon a finding by the Court that CEH's prosecution of the motion, application, or other
25 proceeding lacked substantial justification.

26 13.2 Nothing in this Section 13 shall preclude a Party from seeking an award of
27 sanctions pursuant to law.
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1 **14. ENTIRE AGREEMENT**

2 14.1 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 **15. RETENTION OF JURISDICTION**

16 15.1 This Court shall retain jurisdiction over this matter to implement or modify the
17 Consent Judgment.

18 **16. SUCCESSORS AND ASSIGNS**

19 16.1 This Consent Judgment shall apply to and be binding upon CEH and each Settling
20 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or
21 assigns of any of them.

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

23 17.1 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 **18. EFFECT ON OTHER SETTLEMENTS**

2 18.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
3 against an entity that is not a Settling Defendant on terms that are different from those contained
4 in this Consent Judgment.

5 **19. EXECUTION IN COUNTERPARTS**

6 19.1 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:**

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12 Dated: _____, 2025

13 Judge of the Superior Court of California

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IT IS SO STIPULATED:

Dated: 01/29/2026, 2025

**CENTER FOR ENVIRONMENTAL
HEALTH**



Signature

Kizzy Charles-Guzman

Printed Name

Chief Executive Officer


Title

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Dated: December 23, 2025

SOCIEDAD TEXTIL LONIA, CORP.

Signature



ALEJANDRO MARTIN CALVERA
Printed Name

PRESIDENT
Title

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Dated: December 30th, 2025

SMCP USA, INC.

Signature



Edouard Crowley

Printed Name

CFO, SMCP USA INC.

Title

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EXHIBIT A
Individual Settling Defendant Information

1 Settling Defendant: SOCIEDAD TEXTIL LONIA, CORP.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$45,000

4 Allocation of Total Payment:

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Payee	Type	Amount	Deliver To
6 OEHHA	Penalty	\$ 4,218	OEHHA per Section 7.3
7 Center For Environmental Health	Penalty	\$ 1,406	LLG
8 Center For Environmental Health	ASP	\$ 4,216	LLG
9 Center For Environmental Health	Fees and Costs	\$ 6,920	LLG
10 Lexington Law Group, LLP	Fees and Costs	\$ 28,240	LLG

11

12 Contact Information: Alejandro Martin Calvera
13 Name
14 445 Park Avenue, 9th Floor, Suite 937
15 Address
16 New York, NY 10022
17
18 alejandro.martin@stlonia.com
19 Email address

20 [Optional Second Contact] _____
21 Name
22 Alessandro Saracino, Esq.
23 Address
24 555 Madison Avenue, Fl. 11, New York, NY 10022
25
26 asaracino@bartkopavia.com
27 Email address
28

1 Settling Defendant: SMCP USA, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$45,000

4 Allocation of Total Payment:

5

6 Payee	Type	Amount	Deliver To
7 OEHHA	Penalty	\$ 4,218	OEHHA per Section 7.3
8 Center For Environmental Health	Penalty	\$ 1,406	LLG
9 Center For Environmental Health	ASP	\$ 4,216	LLG
10 Center For Environmental Health	Fees and Costs	\$ 6,920	LLG
11 Lexington Law Group, LLP	Fees and Costs	\$ 28,240	LLG

12
13 Contact Information: Edouard Crowley, CFO, SMCP USA INC.

14 Name

15 44 Wall Street

16 Address

17 Floor 20, 10005, New York, NY

18 edouard.crowley@smcp.com

19 Email address

20 [Optional Second Contact] Ida Simonsen, CEO, SMCP USA INC.

21 Name

22 44 Wall Street

23 Address

24 Floor 20, 10005, New York, NY

25 ida.simonsen@smcp.com

26 Email address

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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 C to the Consent Judgment in *Center for Environmental Health v. Mango NY, Inc., et al.*, Case No. 25CV112558, for purposes of establishing good manufacturing practices and measures for chrome-tanned or chrome-retanned leather in order to eliminate or minimize the presence and potential formation of hexavalent chromium (CrVI) in such leather intended for footwear products sold in California. Specifically, the tannery will comply with the Reformulation Protocol to eliminate or minimize the formation of hexavalent chromium in chrome-tanned or chrome-retanned leather and shall provide transport and storage instructions specifying recommended temperature, humidity, and light conditions sufficient to maintain physical and chemical properties of the leather relevant to CrVI formation.

The tannery will retain records demonstrating compliance with the Reformulation Protocol for a period of at least five years and provide such records on written request by any customer.

Signature: _____

Name: _____

Title: _____

Email address: _____

Date: _____

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EXHIBIT C
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.

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EXHIBIT D
Form of Notice to Suppliers

**EXHIBIT D
SUPPLIER NOTIFICATION
[FOR SETTLING DEFENDANTS THAT PURCHASE LEATHER FROM TANNERIES]:**

Dear [Supplier]:

As part of a settlement of a Proposition 65 enforcement action regarding hexavalent chromium in leather footwear, [Settling Defendant] is writing to notify you of certain requirements applicable to chrome-tanned leather used to manufacture leather components of footwear that come into direct contact with the skin of the average user when the footwear are worn.

Pursuant to the settlement, chrome-tanned leather used to manufacture direct skin contact components must be produced pursuant to the settlement Reformulation Protocol at a tannery that certifies that it will comply with the Reformulation Protocol, which is designed to minimize the presence and potential formation of hexavalent chromium in chrome-tanned leather.

We are required to obtain a certification from each tannery that directly supplies [Settling Defendant] with chrome-tanned leather at least once every five years. Please execute the attached certification and return it to us within 30 days, so that we can ensure compliance with the terms of the settlement. ***[For initial notifications before the final compliance date]***: The settlement allows for a phase-in of leather from certified tanneries. If you cannot currently certify compliance with the Reformulation Protocol, please advise us immediately and provide a timeline for when you expect to obtain certification.

We are also required by the settlement to request that you retain certifications and records demonstrating compliance with the Reformulation Protocol for at least five years, and to produce them to us upon our written request.

[FOR SETTLING DEFENDANTS THAT PURCHASE FINISHED PRODUCTS]:

Dear [Supplier]:

As part of a settlement of a Proposition 65 enforcement action regarding hexavalent chromium in leather footwear, [Settling Defendant] is writing to notify you of certain requirements applicable to chrome-tanned leather used to manufacture leather components of footwear that come into direct contact with the skin of the average user when the footwear are worn.

Pursuant to the settlement, chrome-tanned leather used to manufacture direct skin contact components must be produced pursuant to the settlement Reformulation Protocol at a tannery that certifies that it will comply with the Reformulation Protocol, which is designed to minimize the presence and potential formation of hexavalent chromium in chrome-tanned leather.

We are requiring you to obtain a certification from each tannery that supplies you with chrome-tanned leather for use to manufacture direct skin contact components at least once every five years. Please have each tannery execute the attached certification and return it to you within 30 days, so that we can ensure compliance with the terms of the settlement. ***[For initial notifications before the final compliance date]***: The settlement allows for a phase-in of leather from certified tanneries. If you cannot currently obtain certifications with compliance with the Reformulation Protocol from all tanneries that supply you with chrome-tanned leather, please advise us immediately and provide a timeline for when you expect to obtain certifications from all tanneries.

We are also required by the settlement to request that you retain certifications and records demonstrating your tanneries' compliance with the Reformulation Protocol for at least five years, and to produce them to us upon our written request.