

**NOTICE OF INTENT TO OPT IN TO
PROPOSITION 65 CONSENT JUDGMENT**

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Please take notice that the undersigned company desires to become an Opt-In Settling Defendant pursuant to the Order Approving Opt-In Procedure and Future Amendment of Consent Judgment entered by the Court on February 21, 2024 in *Center for Environmental Health v. Bali Leathers, Inc., et al.*, Lead Case No. RG19029736 (consolidated with *Center for Environmental Health v. Tommy Bahama Group, Inc., et al.*, Case No. RG19034870). A copy of the Opt-In Order, the original Consent Judgment, and the proposed Amended Consent Judgment may be found at www.prop65hexchromesettlement.com. The undersigned company understands that, in order to participate in the settlement, it must return:

- (1) this signed Notice of Intent form;
- (2) the attached Exhibit 1, fully completed with all the information requested;
- (3) the signed signature page attached as Exhibit 2, which will be inserted into the Amended Consent Judgment; and
- (4) the payment required under Section 7 and Exhibit A of the Amended Consent Judgment, as explained in the “Payment” section of the attached Exhibit 1.

If our company has **not** already been named as a defendant in the pending *Tommy Bahama* or *Bali Leathers* actions, we understand that we must additionally submit:

- (5) the signed stipulation to consent to the general jurisdiction of the Court attached as Exhibit 3, which will be submitted to the Court; and
- (6) an additional payment of \$435 per case to cover the requisite Court-imposed fee for making a formal appearance.

The undersigned company understands that all of these documents and the required payment must be received by counsel for CEH at the address listed above **on or before July 10, 2024**.

Furthermore, to the extent it has **not** already been served with a Notice of Violation from the Center for Environmental Health (“CEH”) alleging exposures to chromium (hexavalent compounds) (“CrVI”) in each type of product to be included as a Covered Product under the Amended Consent Judgment, the undersigned company understands that it must immediately contact CEH’s counsel – the Lexington Law Group LLP – at **leather@lexlawgroup.com** to discuss the service of such a Notice of Violation and what supporting factual information the company will need to provide. Such evidence could be, but is not required to be, analytical testing results indicating the presence of detectable levels of CrVI on the surface of the undersigned company’s Covered Products.

If our company has **not** already been named as a defendant in any pending CEH action alleging Proposition 65 violations as to CrVI in Covered Products, or has been named but seeks to add a new type of Covered Product, we understand that the complaint in one or both of CEH’s pending actions will be amended to add our company as a defendant after receipt of the attached settlement documents and after expiration of any 60-day notice period (provided that no public enforcer has commenced and is diligently prosecuting an action regarding the violation).

I HAVE READ AND UNDERSTOOD THE AMENDED CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Company Name

Signature

Printed Name

Title

Please fill out the attached forms completely. Failure to do so could lead to your company being excluded from the Amended Consent Judgment. The information on the attached form (Exhibit 1) will be added to Exhibit A of the Amended Consent Judgment, along with the attached signature page (Exhibit 2), and a final, fully executed copy will be circulated. If your company is not presently a party to the *Tommy Bahama* action or the *Bali Leathers* action, the executed Stipulation to Consent to General Jurisdiction (Exhibit 3) will be submitted to the Court by CEH such that judgment may properly be entered in the *Tommy Bahama* action or the *Bali Leathers* action (or both). **The attached, completed forms and required payment must be received by July 10, 2024.**

Exhibit 1
Settling Defendants, Covered Products, and Notice Recipients

Opt-In Settling Defendant

Type or print exact corporate name of Opt-In Settling Defendant.

Covered Products

Pursuant to Section 3.3 and Exhibit A, the Amended Consent Judgment will include the following as “Covered Products” (choose the type or types of Covered Products to which the Amended Consent Judgment will apply – note the associated payments below):

_____ Footwear for which normal and foreseeable use will result in one or more Chrome-Tanned Leather components coming into direct contact with the skin of the average user’s foot or leg while the footwear is worn (e.g., a Chrome-Tanned Leather insole, tongue, liner, unlined upper, or strap)

_____ Gloves for which normal and foreseeable use will result in one or more Chrome-Tanned Leather components coming into direct contact with the skin of the average user’s hand while the gloves are worn (e.g., an unlined glove, or one that is lined with Chrome-Tanned Leather)

“Chrome-Tanned Leather” means leather tanned with chromium compounds, other than leather that is made from hides of exotic animals such as alligators, crocodiles, sharks, lizards, snakes, and ostriches.

The type(s) of “Covered Products” selected above will determine the pending action(s) to which the Opt-In Settling Defendant will be added as a party, if it is not already a party. Footwear claims will be resolved in the action captioned as *Center for Environmental Health v. Tommy Bahama Group, Inc., et al.*, Alameda Superior Court Case No. RG19034870. Gloves claims will be resolved in the action captioned as *Center for Environmental Health v. Bali Leathers, Inc., et al.*, Alameda Superior Court Case No. RG19029736. If both Footwear and Gloves are selected above, the Opt-In Settling Defendant will be added as a party to both actions.

Payment

As set forth in the chart below, the payment required varies depending on (a) the number of type of Covered Products selected above (e.g., Footwear, Gloves, or both), (b) the number of units of Covered Products (i.e., a pair of gloves or footwear) of any selected type that the Opt-In Settling Defendant knows or has reason to believe were ultimately offered for sale or sold to California consumers, and (c) whether the Opt-In Settling Defendant must pay an initial appearance fee:

| Tier | Unit Sales | Payment | | | |
|------|------------------|----------------|---|-----------------|---|
| | | 1 Product Type | 1 Product Type, Plus Appearance Fee (\$435) | 2 Product Types | 2 Product Types, Plus Appearance Fees (\$870) |
| 1 | More than 99,999 | \$85,000 | \$85,435 | \$100,000 | \$100,870 |
| 2 | 50,000 - 99,999 | \$80,000 | \$80,435 | \$95,000 | \$95,870 |
| 3 | 10,000 - 49,999 | \$75,000 | \$75,435 | \$90,000 | \$90,870 |
| 4 | 500 - 9,999 | \$65,000 | \$65,435 | \$80,000 | \$80,870 |
| 5 | Fewer than 500 | \$45,000 | \$45,435 | \$60,000 | \$60,870 |

The “Unit Sales” amount is determined by (1) if available, the Settling Defendant’s California unit sales of Covered Products from July 1, 2022 to June 30, 2023; or (2) if not, the Settling Defendant’s California unit sales of Covered Products during the entire 2022 calendar year.

For entities that are not already parties to the pending *Tommy Bahama* (Footwear) or *Bali Leathers* (Gloves) actions, an additional payment is required to cover a Court-imposed appearance fee of **\$435 per case** to which the Opt-In Settling Defendant will be added. Thus, if both Footwear and Gloves are selected above, the Opt-In Settling Defendant must pay a total of \$870 to cover the requisite appearance fee.

Name and Contact Information of Person to Receive Notice: Pursuant to Section 10.2 and Exhibit A of the Amended Consent Judgment, the following persons should receive any notices to Settling Defendant required under the Amended Consent Judgment:

Name

Address

Email address

[Optional Second Contact]

Name

Address

Email address

Exhibit 2

Signature Page for Amended Consent Judgment [see **next page**]

Dated: _____

Defendant Name

Signature

Printed Name

Title

Exhibit 3

Stipulation to Consent to General Jurisdiction [see next page]

[Note: This stipulation is required only for entities that are not already parties to the pending actions captioned as *Center for Environmental Health v. Tommy Bahama Group, Inc., et al.*, Alameda Superior Court Case No. RG19034870 or *Center for Environmental Health v. Bali Leathers, Inc., et al.*, Alameda Superior Court Case No. RG19029736.]

The undersigned hereby makes a general appearance and consents to the general jurisdiction of the Court in the action(s) captioned as:

_____ *Center for Environmental Health v. Tommy Bahama Group, Inc., et al.*, Alameda Superior Court Case No. RG19034870 (Footwear)

_____ *Center for Environmental Health v. Bali Leathers, Inc., et al.*, Alameda Superior Court Case No. RG19029736 (Gloves)

| | |
|--------------|--|
| Dated: _____ | _____ Defendant Name _____ Signature _____ Printed Name _____ Title |
|--------------|--|