



On February 21, 2024, Judge Noël Wise of the Alameda County Superior Court approved a process whereby companies can opt into a Consent Judgment that resolves Proposition 65 claims regarding chromium (hexavalent compounds) (“CrVI”) in certain types of footwear and gloves. The Consent Judgment resolves Proposition 65 claims asserted by the Center for Environmental Health (“CEH”) with companies that manufacture, distribute, and sell footwear and gloves made with leather materials. For detailed information about the Opt-In process, please see the [Order Approving Opt-In Procedure and Future Amendment of Consent Judgment](#). If your company is interested in becoming an Opt-In Settling Defendant, please read and review these instructions and the Amended Consent Judgment to which the company will become a party. In addition, a “Frequently Asked Questions” page has been established at www.prop65hexchromesettlement.com for your convenience. **It is important to review this information with an attorney because significant legal rights and obligations are addressed by the Opt-In process approved by the Court.**

By opting into the Amended Consent Judgment, your company will become a party to the Amended Consent Judgment. The Amended Consent Judgment requires certification that your company will use only chrome-tanned leather in its footwear and/or gloves products that has been produced pursuant to state-of-the-art protocols designed to prevent the formation of CrVI on the surface of the products. The Amended Consent Judgment also requires monetary settlement payments as set forth below.

Your company is eligible to become an Opt-In Settling Defendant to the Amended Consent Judgment, if it (a) is a “person in the course of doing business” as that term is defined in California

of California, or has done so in the past. As defined in Section 3.3 of the Amended Consent Judgment, “Covered Products” are footwear or 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 body while the product is worn.

Please note that, if your company chooses not to participate in the Opt-In process and has been sued or is later sued by CEH for violations of Proposition 65 relating to the presence of CrVI in Covered Products, CEH does not anticipate settling on terms that are as favorable as those in Amended Consent Judgment.

UPDATE: The deadline to opt in has been extended to July 10, 2024. All documents and payments must be properly completed and **received** in the offices of CEH’s counsel, the Lexington Law Group LLP, at 503 Divisadero Street, San Francisco, CA 94117, no later than close of business on July 10, 2024. If the documentation is not complete, or the payment is not received by such date, you will not be allowed to Opt-In to the Amended Consent Judgment and any documents and payments will be returned to you.

To participate in the Opt-In process and become a Settling Defendant under the Amended Consent Judgment, you must complete and return all of the following **Opt-In Documents**:

- 1. Notice of Intent to Opt-In:** Please read this document carefully, fill in the Opt-In Settling Defendant’s proper corporate name and the signatory’s printed name and title, then print and sign.
- 2. Exhibit 1 to Notice of Intent – Settling Defendant, Covered Products, and Notice Recipients.** This document will be incorporated as part of Exhibit A to the Amended Consent Judgment.
 - a.** Fill in the Opt-In Settling Defendant’s proper corporate name.
 - b.** Designate the particular types of Covered Products (e.g., footwear, gloves, or both) that are to be covered for your company by the Amended Consent Judgment. Please note that the settlement payment amount your company will be required to pay varies depending on (a) the number of type of Covered Products selected (e.g., footwear, gloves, or both), and (b) the number of units of Covered Products (*i.e.*, a pair of gloves or footwear) of any selected type that the Settling Defendant knows or has reason to believe were ultimately offered for sale or sold to California consumers. 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

c. Fill in the name, address, and e-mail address for the person or persons to receive legal notices regarding the Amended Consent Judgment.

3. Exhibit 2 to Notice of Intent – Signature Page for Amended Consent Judgment. Fill in the date, defendant name, and title of officer authorized to execute the Amended Consent Judgment on behalf of your company. Then print and sign the document. This signature page will be added to the Amended Consent Judgment that will be submitted to the Court for approval.

4. Exhibit 3 to Notice of Intent – Stipulation to Consent to General Jurisdiction. This 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. All such entities must select the case or cases to which it will be added as a defendant, and then fill in the date, defendant name, and title of officer authorized to execute the Stipulation on behalf of your company. Then print and sign the document. This signed Stipulation will be submitted to the Court by CEH such that judgment may properly be entered in the *Tommy Bahama* action (for footwear), the *Bali Leathers* action (for gloves), or both.

5. Payment. Submit a check payable to the Lexington Law Group Attorney Client Trust Account in the correct amount as follows:

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, an additional payment is required to cover a Court-imposed appearance fee of **US\$435 per case** to which the Opt-In Settling Defendant will be added. This nonrefundable fee is required before the Court will enter judgment as to a particular Opt-In Settling Defendant, and will be paid to the Court by CEH using the funds received. The tax ID number for the Lexington Law Group Attorney Client Trust Account is 94-6001385. As this is an Interest On Lawyer Trust Account (IOLTA), please note that this is the State Bar tax ID number.

Proposition 65 pursuant to California Health and Safety Code §25249.7(d)(1) relating to CrVI in the designated Covered Products, you will need to 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 your company's Covered Products.

Once all of the documents are completed and executed per the instructions, please enclose the documents with the payment check and send the package to:

Lexington Law Group LLP
503 Divisadero Street
San Francisco, CA 94117
Attn: Leather Opt-In Coordinator

Should you have questions about the Opt-In process, you may contact us by e-mail at leather@lexlawgroup.com.