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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,
a non-profit corporation,

Plaintiff,

v.

BALI LEATHERS, INC., *et al.*,

Defendants.

Lead Case No. RG 19-029736

[Consolidated with Case No. RG 19-034870]

[PROPOSED] AMENDED CONSENT JUDGMENT

Actions Filed: August 2, 2019 (RG 19-029736); September 12, 2019 (RG 19-034870)

1 This Amended Consent Judgment supersedes the original Consent Judgment entered in
2 these consolidated cases on February 21, 2024, and is entered by the Court pursuant to the
3 Amended Order Approving Opt-In Procedure and Future Amendment of Consent Judgment, filed
4 and entered on May 20, 2024. This Amended Consent Judgment reflects the addition of parties
5 as Opt-In Settling Defendants.

6 **1. INTRODUCTION**

7 1.1 The Parties to this Amended Consent Judgment are the Center for Environmental
8 Health, a California non-profit corporation (“CEH”), and each of the Defendants listed on Exhibit
9 A (“Settling Defendants”). CEH and each Settling Defendant are referred to herein together as
10 the “Parties” or singly as a “Party.”

11 1.2 The Parties enter into this Amended Consent Judgment without a trial. Nothing in
12 this Amended Consent Judgment constitutes an admission by any Party regarding any issue of
13 law or fact. This Amended Consent Judgment sets forth the agreement and obligations of Settling
14 Defendants and CEH and, except as specifically provided below, it constitutes the complete, final,
15 and exclusive agreement among the Parties and supersedes any prior agreements among the
16 Parties.

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

18 2.1 Commencing on April 15, 2019, CEH issued a series of 60-day Notices of
19 Violation under Health & Safety Code §25249.5 *et seq.* (“Proposition 65”) to each of the Settling
20 Defendants, the California Attorney General, the District Attorneys of every county in California,
21 and the City Attorneys of every California city with a population greater than 750,000, alleging
22 that Settling Defendants violated Proposition 65 by exposing persons to CrVI (defined in Section
23 3.4 below) from various types of gloves made with leather materials without first providing a
24 clear and reasonable Proposition 65 warning.

25 2.2 Commencing on July 2, 2019, CEH issued a series of 60-day Notices of Violation
26 under Proposition 65 to each of the Settling Defendants, the California Attorney General, the
27 District Attorneys of every county in California, and the City Attorneys of every California city
28 with a population greater than 750,000, alleging that Settling Defendants violated Proposition 65

1 by exposing persons to CrVI from footwear made with leather materials without first providing a
2 clear and reasonable Proposition 65 warning.

3 2.3 On August 2, 2019, CEH filed the original Complaint in the above-captioned *CEH*
4 *v. Bali* matter. On May 19, 2022, CEH filed the operative First Amended Complaint in the *CEH*
5 *v. Bali* matter (the “*Bali* Complaint”). On September 12, 2019, CEH filed the original Complaint
6 in the above-captioned *CEH v. Tommy Bahama* matter, which was subsequently amended. On
7 May 19, 2022, CEH filed the operative Third Amended Complaint in the *CEH v. Tommy Bahama*
8 matter (the “*Tommy Bahama* Complaint”). The *Bali* Complaint and the *Tommy Bahama*
9 Complaint are together referred to herein as the “Complaints.” The *CEH v. Bali* and *CEH v.*
10 *Tommy Bahama* consolidated matters are referred to herein as the “Actions.”

11 2.4 Each Settling Defendant is a business entity that is also a person in the course of
12 doing business as such term is defined under Proposition 65.

13 2.5 For purposes of this Amended Consent Judgment only, CEH and the Settling
14 Defendants stipulate that: (a) this Court has jurisdiction over the allegations of violations
15 contained in the Complaints; (b) this Court has personal jurisdiction over Settling Defendants as
16 to the acts alleged in those Complaints, (c) venue is proper in Alameda County; and (d) this Court
17 has jurisdiction to enter this Amended Consent Judgment as a full and final resolution of all
18 claims which were or could have been raised in the Complaints based on the facts alleged therein.

19 2.6 Settling Defendants and CEH agree not to challenge or object to entry of this
20 Amended Consent Judgment by the Court. The Parties agree not to challenge this Court’s
21 jurisdiction to enforce the terms of this Judgment once it has been entered, and agree that this
22 Court maintains jurisdiction over this Judgment for that purpose, unless the Amended Consent
23 Judgment is terminated.

24 2.7 By execution of this Amended Consent Judgment and agreeing to provide the
25 relief and remedies specified herein, Settling Defendants do not admit any violations of
26 Proposition 65 or any other law or legal duty. Each Settling Defendant expressly denies any
27 liability for any of the claims asserted and the facts alleged in the Complaints and the CEH
28 Notices of Violation. Nothing in this Amended Consent Judgment is intended to be an admission

1 of any issue of law or fact. This Amended Consent Judgment is the product of negotiation and
2 compromise and is accepted by the Parties solely for the purpose of settling, compromising, and
3 resolving issues disputed in the Actions.

4 **3. DEFINITIONS**

5 3.1 A “Certified Tannery” is a leather tannery that (a) is certified to produce Chrome-
6 Tanned Leather pursuant to the Reformulation Protocol and provides a certification substantially
7 in the form set forth on Exhibit B or (b) provides a certification demonstrating that the tannery
8 has achieved certification with overall Gold rating under the Leather Working Group (LWG)
9 Audit Protocol P7.2.2 (or any subsequent higher version that is in force at the time of
10 certification), or has attained a Gold medal rating in the section “Restricted Substances,
11 Compliance & Chromium VI Management” (or any subsequent section or sections regarding
12 CrVI management) (“LWG Certification”).

13 3.2 “Chrome-Tanned Leather” means leather, other than Exotic Leather, tanned with
14 chromium compounds.

15 3.3 “Covered Products” means:

16 3.3.1 Footwear for which normal and foreseeable use will result in one or more
17 Chrome-Tanned Leather components coming into direct contact with the skin of the average
18 user’s foot or leg while the footwear is worn (*e.g.*, a Chrome-Tanned Leather insole, tongue, liner,
19 unlined upper, or strap);

20 3.3.2 Gloves for which normal and foreseeable use will result in one or more
21 Chrome-Tanned Leather components coming into direct contact with the skin of the average
22 user’s hand while the gloves are worn (*e.g.*, an unlined glove, or one that is lined with Chrome-
23 Tanned Leather);

24 3.3.3 The definition of Covered Products as applied to each specific Settling
25 Defendant may be further modified as set forth on Exhibit A for that Settling Defendant (*e.g.*, the
26 specific type or category of leather glove covered by the injunctive terms of this Amended
27 Consent Judgment for a particular Settling Defendant).

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1 3.4 “CrVI” means chromium (hexavalent compounds), a chemical listed under
2 Proposition 65 as a known carcinogen and reproductive toxicant.

3 3.5 “Effective Date” means: (i) as to Initial Settling Defendants, February 21, 2024; or
4 (ii) as to Opt-In Settling Defendants, the date on which this Amended Consent Judgment is
5 entered by the Court.

6 3.6 “Exotic Leather” means leather that is made from hides of exotic animals such as
7 alligators, crocodiles, sharks, lizards, snakes, and ostriches.

8 3.7 “Final Compliance Date” means the earlier of the date twenty-four (24) months
9 after the Effective Date or December 31, 2025.

10 3.8 “Initial Compliance Date” means one (1) year after the Effective Date.

11 3.9 “Initial Settling Defendants” means the defendants that were party to the original
12 Consent Judgment entered in these consolidated cases on February 21, 2024.

13 3.10 “Interim Compliance Date” means six (6) months prior to the Final Compliance
14 Date.

15 3.11 “Opt-In Settling Defendants” means the defendants that joined this Amended
16 Consent Judgment pursuant to procedure established in the Order Approving Opt-In Procedure
17 and Future Amendment of Consent Judgment, entered on February 21, 2024 and amended on
18 May 20, 2024.

19 3.12 “Reformulated Leather” means Chrome-Tanned Leather that was produced
20 pursuant to the Reformulation Protocol by a Certified Tannery.

21 3.13 “Reformulation Protocol” means the leather tanning protocol set forth on Exhibit
22 C.

23 3.14 “Settling Defendants” means the Initial Settling Defendants and the Opt-In
24 Settling Defendants.

25 3.15 “Skin Contact Component” means a Chrome-Tanned Leather component that
26 comes into direct contact with the skin of the average user’s hand or foot while the Covered
27 Product is being worn.

28

1 3.16 “Supplier” means an entity from which a Settling Defendant purchases or acquires
2 Covered Products or Chrome-Tanned Leather components used to manufacture Covered
3 Products.

4 **4. FACTUAL BACKGROUND**

5 4.1 Chromium exists in different valence states. One of those states is CrVI and
6 another is trivalent chromium, which is also known as CrIII. Neither elemental chromium nor
7 CrIII is a listed chemical under Proposition 65.

8 4.2 Chromium tanning is a process of preserving hides that uses CrIII compounds.
9 CrVI is not intentionally added to leather in the tanning process.

10 4.3 The valence state of chromium is unstable in nature. For example, CrIII will under
11 certain environmental conditions oxidize into CrVI. Likewise, CrVI will under certain
12 environmental conditions reduce into CrIII.

13 4.4 The process by which CrIII turns into CrVI is called oxidation. Certain chemicals
14 called antioxidants prevent or inhibit the oxidation process of chromium. Antioxidants can thus
15 prevent the formation of CrVI in or on the surface of the leather.

16 4.5 Environmental conditions that affect the oxidation and reduction of chromium
17 between CrIII and CrVI include temperature, humidity, and pH.

18 4.6 The Reformulation Protocol requires tanneries to take steps to minimize the
19 potential introduction of CrVI to leather during the tanning process for Chrome-Tanned Leather
20 and to use antioxidants that are baked into the hides during the tanning process. If a tannery
21 follows the Reformulation Protocol, the antioxidants will prevent or inhibit the oxidation process
22 such that there will not likely be detectable CrVI on the surface of the leather.

23 **5. INJUNCTIVE RELIEF**

24 5.1 **Notice to Suppliers.**

25 5.1.1 To the extent any Settling Defendant has not already done so, no more than
26 sixty (60) days after the Effective Date, each Settling Defendant shall provide notice to each of its
27 current Suppliers that all Chrome-Tanned Leather used to manufacture Skin Contact Components
28 of Covered Products manufactured, distributed, or sold by the Settling Defendant must be

1 Reformulated Leather. The notice shall request that (a) any Supplier of Chrome-Tanned Leather
2 that is a tannery used to manufacture Skin Contact Components provide to the Settling Defendant
3 either (i) a certification in the form of Exhibit B, or (ii) an LWG Certification; (b) any Supplier of
4 Chrome-Tanned Leather or finished product that is not a tannery obtain from its supplier(s) of
5 Chrome-Tanned Leather used to manufacture Skin Contact Components of Covered Products
6 either (i) a certification in the form of Exhibit B, or (ii) an LWG Certification; and (c) all
7 Suppliers retain certifications for Chrome-Tanned Leather for a period of at least five (5) years
8 and, to the extent not already provided, produce them upon written request of the Settling
9 Defendant.

10 5.1.2 Prior to or coincident with ordering any Skin Contact Components or
11 Covered Products from a new Supplier or a Supplier who has not received a notice from the
12 Settling Defendant under Section 5.1.1 within five (5) years of the date of such order, a Settling
13 Defendant shall provide a notice to such Supplier, consistent with Section 5.1.1.

14 5.1.3 Any written notice sent pursuant to this Section shall include the written
15 Tannery Certification and Reformulation Protocol set forth in Exhibits B and C. The written
16 notice attached hereto as Exhibit D is deemed to comply with the requirements of this Section.

17 5.2 **Reformulation.**

18 5.2.1 **Phased Compliance Timeline.**

19 5.2.1.1 After the Initial Compliance Date, each Settling Defendant shall
20 ensure that all of the Chrome-Tanned Leather used to manufacture Skin Contact Components of
21 at least fifty percent (50%) of Covered Products purchased or manufactured by Settling
22 Defendant that a Settling Defendant knows or has reason to believe may be sold or offered for
23 sale in California by Settling Defendant or any entity downstream of Settling Defendant is
24 Reformulated Leather.

25 5.2.1.2 After the Interim Compliance Date, each Settling Defendant
26 shall ensure that all of the Chrome-Tanned Leather used to manufacture Skin Contact
27 Components of at least seventy-five percent (75%) of Covered Products purchased or
28 manufactured by Settling Defendant that a Settling Defendant knows or has reason to believe may

1 be sold or offered for sale in California by Settling Defendant or any entity downstream of
2 Settling Defendant is Reformulated Leather.

3 5.2.1.3 After the Final Compliance Date, and subject to Section 5.3,
4 each Settling Defendant shall ensure that all of the Chrome-Tanned Leather used to manufacture
5 Skin Contact Components of Covered Products purchased or manufactured by Settling Defendant
6 that a Settling Defendant knows or has reason to believe may be sold or offered for sale in
7 California by Settling Defendant or any entity downstream of Settling Defendant is Reformulated
8 Leather.

9 5.2.1.4 A Settling Defendant's compliance with this Section 5.2.1 shall
10 be determined by the number of styles of Covered Products that contain only Skin Contact
11 Components supplied by a Certified Tannery divided by the total number of styles of Covered
12 Products. A Settling Defendant shall be entitled to rely on Supplier certifications to demonstrate
13 compliance with this Section 5.2.1.

14 5.2.2 If a Settling Defendant is unable to comply with the requirements of
15 Section 5.2.1 for either the Initial Compliance Date or the Interim Compliance Date, then within
16 thirty (30) days of such date, as applicable, it shall serve on CEH a report detailing the extent of
17 its compliance with such requirement, and the circumstances that prevented compliance with such
18 requirement.

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

24 5.3.1 The term "feasible" includes, but is not limited to, consideration of the
25 following factors:

26 5.3.1.1 the availability of Chrome-Tanned Leather from Certified
27 Tanneries;

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1 5.3.1.2 the cost of Chrome-Tanned Leather and resulting increase in
2 manufacturers' prices resulting from the use of leather from Certified Tanneries, which factor
3 includes the geographic proximity of the factory producing the Covered Product and any Certified
4 Tannery that can produce the leather used in the Covered Product; and

5 5.3.1.3 the availability, cost, and performance and aesthetic
6 characteristics of non-Chrome-Tanned Leather that could substitute for Chrome-Tanned Leather
7 in Skin Contact Components of Covered Products;

8 5.3.2 No Settling Defendant may sell a Covered Product that such Settling
9 Defendant knows or has reason to believe may be sold or offered for sale in California by Settling
10 Defendant or any entity downstream of Settling Defendant for which it has made a determination
11 that is not "feasible" to obtain Skin Contact Components from a Certified Tannery unless such
12 Covered Product is labeled with a Clear and Reasonable Warning.

13 5.3.2.1 A Clear and Reasonable Warning under this Amended Consent
14 Judgment shall state:



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

19 The word "**WARNING**" shall be displayed in all capital letters and bold print and shall be
20 preceded by the yellow warning triangle symbol depicted above, provided however, the symbol
21 may be printed in black and white if the Covered Product label is produced without using the
22 color yellow. This warning statement shall be prominently displayed on the outer packaging or
23 tag of the Covered Product and shall be displayed with such conspicuousness, as compared with
24 other words, statements, or designs, as to render it likely to be seen, read, and understood by an
25 ordinary individual prior to sale. Where a sign or label used to provide a warning includes
26 consumer information about a product in a language other than English, the warning shall also be
27 provided in that language in addition to English.
28

1 5.3.2.2 For online and catalog sales, any Settling Defendant that
2 provides warnings pursuant to this Section shall (i) ensure that Clear and Reasonable Warnings
3 under Section 5.3.2 are provided for Covered Products that the Settling Defendant sells online to
4 consumers in California, and (ii) provide the warning language required in Section 5.3.2.1 to any
5 customers whom it knows or has reason to believe are offering the Settling Defendants' Covered
6 Products for which a warning is required for sale online to consumers in California. Settling
7 Defendants shall also revise any product catalogs printed after the Final Compliance Date to
8 include the warning language required in Section 5.3.2.1 for each Covered Product identified in
9 the catalog that requires a Clear and Reasonable Warning pursuant to this Section. For internet,
10 catalog, or any other sale where the consumer is not physically present, the warning statement
11 shall be displayed in such a manner that it is likely to be read and understood by an ordinary
12 individual prior to the authorization of or actual payment.

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

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

25 5.4 **Document Retention Requirements.** All certifications, Supplier notifications,
26 feasibility documents, and other documents referenced in this Section 5 shall be retained by each
27 Settling Defendant for four (4) years from the date of creation and made available to CEH upon
28

1 written request not more than once per calendar year, commencing on the Final Compliance Date
2 until the seventh (7th) anniversary of the Effective Date.

3 **6. ENFORCEMENT**

4 **6.1 Enforcement Procedures.** Any Party or any of the public entities identified in
5 Health & Safety Code section 25249.7(c) (collectively, “Enforcers”) may, by motion or
6 application for an order to show cause before this Court, seek to enforce the terms of this Consent
7 Judgment. Prior to filing any such motion or application, the Enforcer(s) shall provide the
8 allegedly violating Party with a written notice setting forth the detailed factual and legal basis for
9 the alleged violation along with any evidentiary support for the alleged violation (“Notice of
10 Violation”). The Enforcer(s) and the allegedly violating Party shall then meet and confer during
11 the thirty (30) day period following the date the Notice of Violation was sent in an effort to try to
12 reach agreement on an appropriate cure, penalty, or related attorneys’ fees related to the alleged
13 violation. After such thirty (30) day period, the Enforcer(s) may, by motion or application for an
14 order to show cause before the Superior Court of Alameda, seek to enforce the terms and
15 conditions contained in this Consent Judgment. Nothing in this Section 6.1 shall impact the
16 Court’s authority in an enforcement proceeding to impose appropriate remedies, including the
17 provision of a clear and reasonable warning.

18 **6.2 Notice of Violation Regarding Failure to Comply with Section 5.2.**

19 **6.2.1** If an Enforcer serves a Notice of Violation that alleges a violation of the
20 reformulation requirements set forth in Section 5.2, it shall identify the Covered Product and the
21 Skin Contact Components that the Enforcer contends were not produced by a Certified Tannery
22 pursuant to the Reformulation Protocol, along with the evidentiary support for such claim.

23 **6.2.2** A Settling Defendant shall serve its response to a Notice of Violation
24 served under Section 6.2.1 within thirty (30) days of receipt of the Notice, unless extended by
25 agreement. The response shall include any certification and documentation sufficient to
26 demonstrate that the Skin Contact Components of the Covered Product that were the subject of
27 the Notice of Violation were produced by a Certified Tannery.

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1 6.2.2.1 If the Settling Defendant's response demonstrates that: (a) the
2 Skin Contact Components identified in the Notice were produced by a tannery that was a
3 Certified Tannery at the time of production; or (b) the Notice of Violation identifies the same
4 Covered Product or Covered Products differing only in size that have been the subject of another
5 Notice of Violation within the preceding twelve (12) months, the Enforcer shall take no further
6 action. If the Enforcer contends that the Settling Defendant's response does not satisfy the
7 provisions of this Section, the Enforcer shall within thirty (30) days of receipt of Defendant's
8 response notify the Settling Defendant of the basis for its contention, the Notice shall be deemed
9 contested, and the Parties shall proceed under Section 6.2.4.

10 6.2.2.2 If the Settling Defendant does not serve a response within thirty
11 (30) days of receipt of the Notice, it shall be deemed to contest the Notice and the Parties shall
12 proceed under Section 6.2.4.

13 6.2.3 If the Settling Defendant elects not to contest a Notice of Violation served
14 under Section 6.2.1, the Settling Defendant shall do the following:

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

22 6.2.3.2 For Notices of Violation served on a particular Settling
23 Defendant after the first uncontested Notice of Violation, within ninety (90) days after serving its
24 response to the Notice of Violation, the Settling Defendant shall either:

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

27
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1 (b) provide a clear and reasonable warning pursuant to Section
2 5.3.2 for Covered Products sold by the Settling Defendant in California and instruct any
3 customers to provide such warning.

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

8 6.2.4 If any dispute arises relating to the sufficiency of any information provided
9 by an Enforcer or a Settling Defendant pursuant to this Section 6.2, or if the Settling Defendant
10 elects to contest a Notice of Violation, the Parties shall meet and confer as required by Section 6.1
11 before filing any motion, application, or request for an order with the court. A Settling Defendant
12 may at any time during the meet and confer process and prior to the Enforcer filing any motion,
13 application, or request for an order with the court, notify the Enforcer that the Settling Defendant
14 no longer contests the Notice and that the Settling Defendant elects to proceed pursuant to Section
15 6.2.3.

16 7. PAYMENTS

17 7.1 **Payments by Initial Settling Defendants.** On or before ten (10) business days
18 after notice of the entry of the original Consent Judgment and receipt of Forms W-9 for all
19 payees, each Initial Settling Defendant shall pay the total sum set forth on Exhibit A for that
20 Initial Settling Defendant as a settlement payment as further set forth in this Section.

21 7.2 **Payments by Opt-In Settling Defendants.** On or before July 10, 2024, each Opt-
22 In Settling Defendant shall pay the total sum set forth on Exhibit A for that Opt-In Settling
23 Defendant as a settlement payment as further set forth in this Section.

24 7.3 **Allocation of Payments.** For Initial Settling Defendants, the total settlement
25 amount shall be paid in five (5) separate checks in the amounts specified for each Initial Settling
26 Defendant on Exhibit A and delivered as set forth below. Any failure by an Initial Settling
27 Defendant to comply with the payment terms herein shall be subject to a stipulated late fee to be
28 paid by such Initial Settling Defendant in the amount of \$100 for each day the full payment is not

1 received after the applicable payment due date set forth in Section 7.1. The late fees required
2 under this Section shall be recoverable, together with reasonable attorneys' fees, in an
3 enforcement proceeding brought pursuant to Section 6 of this Amended Consent Judgment. For
4 Opt-In Settling Defendants, the total settlement amount shall be paid in a single check in the total
5 amount specified for each Opt-In Settling Defendant on Exhibit A, made payable to Lexington
6 Law Group, LLP IOLTA and associated with taxpayer identification number 94-6001385, and
7 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117. The single
8 payment from each Opt-In Settling Defendant will thereafter be allocated as between civil
9 penalty, Additional Settlement Payment ("ASP"), and attorneys' fees and costs as specified on
10 Exhibit A and delivered by Counsel for CEH to the entities set forth below. In addition, for any
11 Opt-In Settling Defendant that has not yet paid the initial appearance fee required by Government
12 Code §§70612, 70602.5, and 70602.6 in each Action in which judgment will be entered against it,
13 the single payment from that Opt-In Settling Defendant shall include \$435 per Action to cover
14 this fee. The funds paid by Settling Defendants shall be allocated as set forth below between the
15 following categories and made payable as follows:

16 7.4 Each Settling Defendant shall pay the civil penalty amounts set forth in Exhibit A
17 for that Settling Defendant as a civil penalty pursuant to Health & Safety Code §25249.7(b). The
18 civil penalty payment shall be apportioned in accordance with Health & Safety Code §25249.12
19 (*i.e.*, 25% to CEH and 75% to the State of California's Office of Environmental Health Hazard
20 Assessment ("OEHHA")).

21 7.4.1 Each Initial Settling Defendant shall pay the OEHHA portion of the civil
22 penalty payment set forth in Exhibit A for that Initial Settling Defendant by check made payable
23 to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall
24 be delivered as follows:

25 For United States Postal Service Delivery:
26 Attn: Mike Gyurics
27 Fiscal Operations Branch Chief
28 Office of Environmental Health Hazard Assessment
 P.O. Box 4010, MS #19B
 Sacramento, CA 95812-4010

1 For Non-United States Postal Service Delivery:
2 Attn: Mike Gyurics
3 Fiscal Operations Branch Chief
4 Office of Environmental Health Hazard Assessment
5 1001 I Street, MS #19B
6 Sacramento, CA 95814

7 Each Initial Settling Defendant shall pay the CEH portion of the civil penalty payment set forth in
8 Exhibit A for that Initial Settling Defendant by check made payable to the Center for
9 Environmental Health and associated with taxpayer identification number 94-3251981. This
10 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
11 94117.

12 7.4.2 For each Opt-In Settling Defendant, the single settlement payment shall be
13 apportioned as set forth in Exhibit A for that Opt-In Settling Defendant and the civil penalty
14 portion shall be delivered by Counsel for CEH to OEHHA and CEH.

15 7.5 Each Settling Defendant shall pay the amount set forth in Exhibit A for that
16 Settling Defendant as an ASP to CEH pursuant to Health & Safety Code §25249.7(b), and
17 California Code of Regulations, Title 11, §3204. CEH will use these funds to support CEH
18 programs and activities that seek to educate the public about toxic chemicals, including hormone
19 disruptors such as hexavalent chromium, work with industries interested in moving toward safer
20 alternatives, advocate with government, businesses, and communities for business practices that
21 are safe for human health and the environment, and thereby reduce the public health impacts and
22 risks of exposure to hexavalent chromium and other toxic chemicals in consumer products sold in
23 California. CEH shall obtain and maintain adequate records to document that ASPs are spent on
24 these activities and CEH agrees to provide such documentation to the Attorney General within
25 thirty (30) days of any request from the Attorney General.

26 7.5.1 For each Initial Settling Defendant, the payments pursuant to this Section
27 shall be made payable to the Center for Environmental Health and associated with taxpayer
28 identification number 94-3251981. These payments shall be delivered to Lexington Law Group,
503 Divisadero Street, San Francisco, CA 94117.

1 7.5.2 For each Opt-In Settling Defendant, the single settlement payment shall be
2 apportioned as set forth in Exhibit A for that Opt-In Settling Defendant and the ASP portion shall
3 be delivered by Counsel for CEH to CEH.

4 7.6 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).

7 7.6.1 For each Initial Settling Defendant, the attorneys' fees and cost
8 reimbursement shall be made in two separate checks in the amounts set forth on Exhibit A for that
9 Settling Defendant as follows: (a) a check payable to the Lexington Law Group, LLP and
10 associated with taxpayer identification number 88-4399775; and (b) a check payable to the Center
11 for Environmental Health and associated with taxpayer identification number 94-3251981. Both
12 of these payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San
13 Francisco, CA 94117.

14 7.6.2 For each Opt-In Settling Defendant, the single settlement payment shall be
15 apportioned as set forth in Exhibit A for that Opt-In Settling Defendant and the CEH attorneys'
16 fees and cost reimbursement portion shall be delivered by Counsel for CEH to CEH.

17 7.7 For any Opt-In Settling Defendant that owes an initial appearance fee in an Action,
18 the single settlement payment shall be apportioned as set forth in Exhibit A for that Opt-In
19 Settling Defendant and the appearance fee portion shall be delivered by Counsel for CEH to the
20 Court.

21 **8. MODIFICATION OF CONSENT JUDGMENT AND TERMINATION OF**
22 **INJUNCTIVE RELIEF**

23 8.1 **Modification.** This Amended Consent Judgment may be modified from time to
24 time by express written agreement of the Parties to which any such modification would apply,
25 with the approval of the Court, or by an order of this Court upon motion and in accordance with
26 law.

27 8.2 **Force Majeure.** The inability of a Settling Defendant to comply with any
28 deadline set forth in this Amended Consent Judgment due to an act of terrorism, fire, earthquake,

1 civil disorders, war, or act of God that is beyond the reasonable control of such Settling
2 Defendant shall be grounds to move for modification of the deadlines set forth in this Amended
3 Consent Judgment.

4 **8.3 Most Favored Nations Provision.** If, after the Effective Date, a court enters
5 judgment in the Actions or another Proposition 65 enforcement action brought by CEH over
6 exposure to CrVI in Covered Products that imposes different injunctive relief from that set forth
7 in this Amended Consent Judgment, a Settling Defendant may seek to modify Section 5 of this
8 Amended Consent Judgment to conform with the injunctive relief provided in such later
9 judgment.

10 **8.4 Termination of Injunctive Relief.**

11 8.4.1 If, after the Effective Date, a court enters judgment in the Actions or
12 another Proposition 65 enforcement action brought by CEH over exposure to CrVI in leather
13 gloves or footwear that denies a request for injunctive relief on the grounds that (a) CEH has not
14 shown an exposure to CrVI from Chrome-Tanned Leather, or (b) the defendant has demonstrated
15 that any exposure to CrVI from Chrome-Tanned Leather is exempt from the Proposition 65
16 warning requirement under Health & Safety Code §25249.10(c), a Settling Defendant may seek
17 to terminate the injunctive relief in Section 5 of this Amended Consent Judgment as to that
18 Settling Defendant.

19 8.4.2 Commencing on the fifth (5th) anniversary of the Effective Date and upon
20 the provision of thirty (30) days advanced written notice to CEH and the Court, a Settling
21 Defendant may terminate the injunctive relief in Section 5 of this Amended Consent Judgment as
22 to that Settling Defendant. Upon any such termination, the provisions of Section 9.3 shall no
23 longer apply to such Settling Defendant.

24 **8.5 Notice; Meet and Confer.** Any Party seeking to modify this Amended Consent
25 Judgment or terminate it pursuant to Section 8.4.1 shall attempt in good faith to meet and confer
26 with all affected Parties prior to filing a motion to modify the Amended Consent Judgment.

27
28

1 **9. CLAIMS COVERED AND RELEASE**

2 9.1 The Parties enter into this Amended Consent Judgment as a full and final
3 settlement of all claims arising under Proposition 65 relating to alleged exposure to CrVI from
4 footwear and/or gloves made with Chrome-Tanned Leather components as further specified on
5 Exhibit A for each Settling Defendant (“Released Products”), and as to all claims pursuant to
6 Health and Safety Code §25249.7(d) that were raised or could have been raised in the CEH 60-
7 Day Notices or Complaints, arising from the failure to warn under Proposition 65 regarding the
8 presence of CrVI in such Released Products. Provided that a Settling Defendant has complied
9 with Section 7 hereof, this Amended Consent Judgment is a full, final, and binding resolution
10 between CEH on behalf of itself and the public interest and such Settling Defendant and its
11 parents, subsidiaries, affiliated entities that are under common ownership, directors, officers,
12 employees, agents, shareholders, successors, assigns, and attorneys (“Defendant Releasees”), and
13 all entities to which such Settling Defendant directly or indirectly distributes or sells Released
14 Products, including but not limited to its distributors, wholesalers, customers, retailers,
15 franchisees, licensors, and licensees (“Downstream Defendant Releasees”), of any violation of
16 Proposition 65 based on failure to warn about alleged exposure to CrVI contained in Released
17 Products that were manufactured, distributed, sold, or offered for sale by a Settling Defendant
18 prior to the Final Compliance Date.

19 9.2 Provided that a Settling Defendant has complied with Section 7 hereof, CEH, for
20 itself and its agents, successors, and assigns, releases, waives, and forever discharges any and all
21 claims against such Settling Defendant, its Defendant Releasees, and its Downstream Defendant
22 Releasees arising from any violation of Proposition 65 or any other statutory or common law
23 claims that have been or could have been asserted by CEH regarding the failure to warn about
24 exposure to CrVI arising in connection with Released Products manufactured, distributed, sold, or
25 offered for sale by such Settling Defendant prior to the Final Compliance Date.

26 9.3 Provided that a Settling Defendant has complied with Section 7 hereof,
27 compliance with the terms of this Amended Consent Judgment by such Settling Defendant shall
28 constitute compliance with Proposition 65 by such Settling Defendant, its Defendant Releasees,

1 and its Downstream Defendant Releasees with respect to any alleged failure to warn about CrVI
2 in Released Products manufactured, distributed, sold, or offered for sale by such Settling
3 Defendant after the Final Compliance Date, except as to any retailer who fails to provide warning
4 provided to said retailer pursuant to this Amended Consent Judgment in a manner consistent with
5 the requirements of this Amended Consent Judgment.

6 **10. PROVISION OF NOTICE**

7 10.1 When CEH is entitled to receive any notice under this Amended Consent
8 Judgment, the notice shall be sent by first class or electronic mail to:

9 Joseph Mann
10 Lexington Law Group, LLP
11 503 Divisadero Street
12 San Francisco, CA 94117
jmann@lexlawgroup.com

13 10.2 When a Settling Defendant is entitled to receive any notice under this Amended
14 Consent Judgment, the notice shall be sent by first class or electronic mail to the address listed on
15 Exhibit A for such Settling Defendant.

16 10.3 Any Party may modify the person and address to whom the notice is to be sent by
17 sending the other Party notice by first class or electronic mail.

18 **11. COURT APPROVAL**

19 11.1 This Amended Consent Judgment shall become effective when approved by the
20 Court. If this Amended Consent Judgment is not entered by the Court, it shall be of no further
21 force or effect and shall not be introduced into evidence or otherwise used in any proceeding for
22 any purpose.

23 **12. GOVERNING LAW AND CONSTRUCTION**

24 12.1 The terms of this Amended Consent Judgment shall be governed by the laws of the
25 State of California.

26 **13. ATTORNEYS' FEES**

27 13.1 Should CEH prevail on any motion, application for an order to show cause, or
28 other proceeding related to this Amended Consent Judgment, CEH shall be entitled to its

1 reasonable attorneys' fees and costs incurred as a result of such motion or application from the
2 Settling Defendant(s) subject to or opposing said motion, application, or other proceeding.
3 Should a Settling Defendant prevail on any motion, application for an order to show cause, or
4 other proceeding related to this Amended Consent Judgment, the Settling Defendant may be
5 awarded its reasonable attorneys' fees and costs as a result of such motion, application, or other
6 proceeding upon a finding by the Court that CEH's prosecution of the motion, application, or
7 other proceeding lacked substantial justification.

8 13.2 Nothing in this Section 13 shall preclude a Party from seeking an award of
9 sanctions pursuant to law.

10 **14. ENTIRE AGREEMENT**

11 14.1 This Amended Consent Judgment contains the sole and entire agreement and
12 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
13 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
14 merged herein and therein. There are no warranties, representations, or other agreements between
15 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
16 implied, other than those specifically referred to in this Amended Consent Judgment have been
17 made by any Party hereto. No other agreements not specifically contained or referenced herein,
18 oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements
19 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind
20 any of the Parties hereto only to the extent that they are expressly incorporated herein. No waiver
21 of any of the provisions of this Amended Consent Judgment shall be deemed or shall constitute a
22 waiver of any of the other provisions hereof whether or not similar, nor shall such waiver
23 constitute a continuing waiver.

24 **15. RETENTION OF JURISDICTION**

25 15.1 This Court shall retain jurisdiction of this matter to implement or modify the
26 Amended Consent Judgment.

27
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1 **16. SUCCESSORS AND ASSIGNS**

2 16.1 This Amended Consent Judgment shall apply to and be binding upon CEH and
3 each Settling Defendant, and their respective divisions, subdivisions, and subsidiaries, and the
4 successors or assigns of any of them.

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

6 17.1 Each signatory to this Amended Consent Judgment certifies that he or she is fully
7 authorized by the Party he or she represents to stipulate to this Amended Consent Judgment and
8 to enter into and execute the Amended Consent Judgment on behalf of the Party represented and
9 to legally bind that Party.

10 **18. EFFECT ON OTHER SETTLEMENTS**

11 18.1 Nothing in this Amended Consent Judgment shall preclude CEH from resolving
12 any claim against an entity that is not a Settling Defendant on terms that are different from those
13 contained in this Amended Consent Judgment.

14 18.2 The entry and approval of this Amended Consent Judgment shall be deemed a
15 “Reformulation Event” as such term is used in previous Consent Judgments entered by this Court
16 in these Actions.

17 **19. EXECUTION IN COUNTERPARTS**

18 19.1 The stipulations to this Amended Consent Judgment may be executed in
19 counterparts and by means of portable document format (pdf), which taken together shall be
20 deemed to constitute one document.

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IT IS SO ORDERED:

Dated: _____

Judge of the Superior Court of California

IT IS SO STIPULATED:

Dated: August 22, 2024

**CENTER FOR ENVIRONMENTAL
HEALTH**



Signature

Kizzy Charles-Guzman
Printed Name

CEO

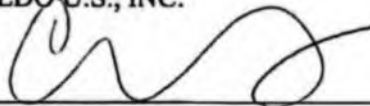
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Initial Settling Defendants

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Dated: October 26, 2023

ALDO U.S., INC.



Signature

Catherine Ross

Printed Name

General Counsel and Senior Vice President

Title

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Dated: 11/2/2023, 2023

ARIAT INTERNATIONAL, INC.

DocuSigned by:
Pankaj Gupta
40CC02A7F638416...
Signature

Pankaj Gupta
Printed Name

COO/CF0
Title

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Dated: Nov 1, 2023, 2023

CALERES, INC.

Tom Burke

Signature

Tom Burke

Printed Name

Senior Vice President, General Counsel & Secretary

Title

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Dated: Nov 1, 2023, 2023

DECKERS OUTDOOR CORPORATION

Thomas Garcia

Thomas Garcia (Nov 1, 2023 08:27 PDT)

Signature

Thomas Garcia

Printed Name

Chief Administrative Officer

Title

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Dated: NOVEMBER 2, 2023

FITFLOP USA, LLC

Ed Barker

Signature

ED BARKER

Printed Name

GROUP CFO

Title

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Dated: Nov. 3, 2023

HARBOR FREIGHT TOOLS U.S.A., INC.


Signature

Meryl K. Chae

Printed Name

EVP & General Counsel

Title

Dated: Nov. 3, 2023

CENTRAL PURCHASING, LLC


Signature

Meryl K. Chae

Printed Name

Authorized Signatory

Title

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Dated: November 2, 2023

KENNETH COLE PRODUCTIONS, INC.

Renada M. Williams
Signature

Renada M. Williams
Printed Name

VP, Legal
Title

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Dated: 30/OCTOBER, 2023

MAGNANNI, INC.



Signature

PAUL ROEHRENBECK

Printed Name

CEO

Title

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Dated: October 25, 2023

MEPHISTO, INC.



Signature

Ken Davis

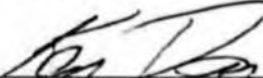
Printed Name

Vice President / COO

Title

Dated: October 25, 2023

MEPHISTO CONCEPT STORES, INC.



Signature

Ken Davis

Printed Name

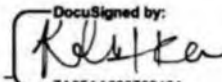
Vice President / COO

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Dated: 11/3/2023, 2023

NISOLO LLC

DocuSigned by:

7A85AA89978349A...
Signature

Becky Hansen

Printed Name


VP Finance

Title

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Dated: November 2, 2023

NORDSTROM, INC.



Signature

Claire Korenblit
Printed Name

Sr Corporate Counsel
Title

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Dated: Nov 1, 2023

SAKS INCORPORATED
now known as SFA Holdings Inc.

Signature

Thomas Oberstiner

Printed Name

SVP, General Counsel

Title

Dated: Nov 1, 2023

SAKS & COMPANY LLC

Signature

Thomas Oberstiner

Printed Name

SVP, General Counsel

Title

Dated: Nov 1, 2023

SAKS DIRECT LLC

Signature

Thomas Oberstiner

Printed Name

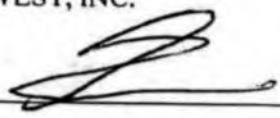
SVP, General Counsel

Title

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Dated: 11-1, 2023

SHOES WEST, INC.



Signature

GLEN BARAD

Printed Name

President

Title

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Dated: 10/26, 2023

SKECHERS U.S.A., INC.


Signature

David Weinberg
Printed Name

COO
Title

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Dated: October 26, 2023

STEVEN MADDEN, LTD.

DocuSigned by:
Lisa Keith
3D80EFF445EF496...
Signature

Lisa Keith
Printed Name

General Counsel
Title

Dated: October 26, 2023

STEVEN MADDEN RETAIL, INC.

DocuSigned by:
Lisa Keith
3D80EFF445EF496...
Signature

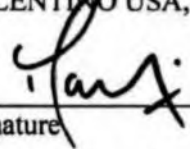
Lisa Keith
Printed Name

General Counsel
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Dated: OCT 24, 2023

VALENTINO USA, INC.


Signature

DANIEL PARTRIDGE
Printed Name

CEO VALENTINO AMERICAS
Title

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Dated: 10/26, 2023

WEYCO GROUP, INC.

Thomas W Florsheim Jr
Signature

Thomas W Florsheim Jr
Printed Name

CEO / Chairman
Title

Dated: _____, 2023

DESIGNER BRANDS, INC.

Signature

Printed Name

Title

Dated: _____, 2023

DSW SHOE WAREHOUSE, INC.

Signature

Printed Name

Title

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Dated: _____, 2023

WEYCO GROUP, INC.

Signature

Printed Name

Title

Dated: October 30, 2023

DESIGNER BRANDS, INC.



Signature

Miriam Shoap
Printed Name

Sr. Manager, Legal Services
Title

Dated: October 30, 2023

DSW SHOE WAREHOUSE, INC.



Signature

Miriam Shoap
Printed Name

Sr. Manager, Legal Services
Title

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Dated: November 2, 2023

WOLVERINE WORLD WIDE, INC.



Signature

Erin E. Drndorff

Printed Name

Senior Corporate Counsel

Title

Dated: November 2, 2023

WOLVERINE OUTDOORS, INC.



Signature

Erin E. Drndorff

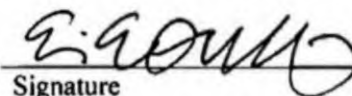
Printed Name

Senior Corporate Counsel

Title

Dated: November 2, 2023

SPERRY TOP-SIDER, LLC



Signature

Erin E. Drndorff

Printed Name

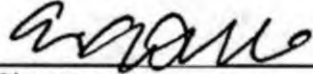
Senior Corporate Counsel

Title

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Dated: November 7, 2023

HUSH PUPPIES RETAIL, INC.


Signature

Erin E. Omdorff
Printed Name

Senior Corporate Counsel
Title

Opt-In Settling Defendants

Dated: 05/21/2024

Aeffe Group, Inc.

Defendant Name

Khoa Nguyen

Signature

Khoa Nguyen

Printed Name

President

Title

Dated: 9 July 2024

ALL SAINTS RETAIL LIMITED
and ALLSAINTS USA LIMITED

Defendant Name

E. Deste

Signature

ELAINE DESTE

Printed Name

DIRECTOR

Title

Dated: July 10, 2024

ARZZ International Inc.
Defendant Name

DocuSigned by:
Steven Shapiro
6D27FEDE600F43F...
Signature

Steven Shapiro
Printed Name

CEO
Title

Dated: 5/16/24

Bill Bloss Group, LLC
Defendant Name


Signature

Peter Kim
Printed Name

Chief Financial Officer
Title

Dated: 22-Apr-24

CELINE Inc.
Defendant Name

DocuSigned by:

0FCA5C643DEE4E3...
Signature

Sarah BENADY
Printed Name

President
Title

Dated: 08/09/2024

Cels Enterprises, Inc.

Defendant Name



Signature

Robert Goldman

Printed Name

CEO

Title

Dated: 6/26/24

Cole Haan LLC
Defendant Name

Laura Kelley
Signature

Laura Kelley
Printed Name

Secretary
Title

Dated: 7/9/2024

Columbia Sportswear Company

Defendant Name

DocuSigned by:
Peter Bragdon
D220B2D7388944D...
Signature

Peter J. Bragdon

Printed Name

Executive Vice President, Chief Administrative
Officer, General Counsel and Secretary

Title

Dated: 7/9/2024

Sorel Corporation

Defendant Name

DocuSigned by:

Peter Bragdon

DZ268ZD7368944D...

Signature

Peter J. Bragdon

Printed Name

Executive Vice President, Chief Administrative Officer
and General Counsel

Title

Dated: 7/9/2024

Mountain Hardware, Inc.

Defendant Name

DocuSigned by:
Peter Bragdon
D22882D7588944D...
Signature

Peter J. Bragdon

Printed Name

Executive Vice President, Chief
Administrative Officer and General Counsel
Title

<p>Dated: <u>7/9/2024</u></p>	<p><u>prAna Living, LLC</u> Defendant Name</p> <p>DocuSigned by: <u>Peter Bragdon</u> Signature</p> <p><u>Peter J. Bragdon</u> Printed Name</p> <p><u>Executive Vice President, Chief Administrative Officer and General Counsel</u> Title</p>
-------------------------------	--

Dated: 7/9/2024

Columbia Brands USA, LLC

Defendant Name

DocuSigned by:
Peter Bragdon
D226B2D758894D...
Signature

Peter J. Bragdon

Printed Name

Executive Vice President, Chief
Administrative Officer and General Counsel
Title

Dated:

7/9/2024

DOLCE AND GABBANA USA, INC

Defendant Name

Ruggero Acerini

Signature

RUGGERO ACERINI

Printed Name

CHIEF OPERATING OFFICER

Title

RC

Dated: 7/3/2024

Everlane, Inc.

Defendant Name

DocuSigned by:
Kimberley Smith
060465447C8B4F8...

Signature

Kimberley Smith

Printed Name

Chief Supply Chain and Sustainability Officer

Title

Dated: May 15, 2024

Footwear Unlimited, Inc.

Defendant Name

Signature

Patrick Mooney

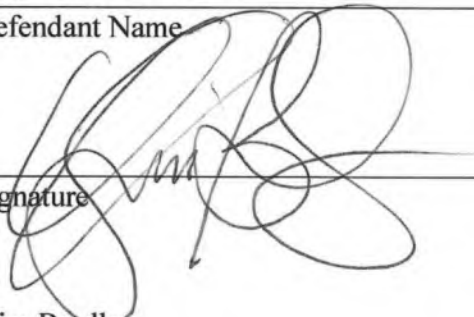
Printed Name

President/CEO

Title

Dated: 7/3/24

Highline United LLC
Defendant Name

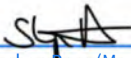

Signature

Kim Bradley
Printed Name

Chief Operating Officer / Chief Financial Officer
Title

Dated: May 20, 2024

HugoBossUSA, Inc.
Defendant Name


Stephan Born (May 20, 2024 13:22 EDT)
Signature

Stephan Born
Printed Name

CEO&President
Title

Dated: July 10, 2024

J.Crew Group, Inc.; J.Crew Inc.; Grace Holmes, Inc.
Defendant Name

Elizabeth Seaver

Signature

Elizabeth Seaver
Printed Name

VP, Associate General Counsel
Title

Dated: 4/3/2024

Jill Acquisition LLC

Defendant Name

DocuSigned by:
Kathleen Stevens
6EEBE59CADE2428...

Signature

Kathleen Stevens

Printed Name

SVP, General Counsel, Secretary and ESG

Title

Dated: 5/21/2024

JR286, Inc.

Defendant Name

Blake Fix

Signature

BLAKE FIX

Printed Name

GENERAL COUNSEL

Title

Dated: July 9, 2024

Lafayette 148, Inc.
Defendant Name


Signature

Thomas Hoi
Printed Name

General Counsel
Title

Dated: MAY 15, 2024

Manolo Blahnik Americas LLC
Defendant Name


Signature

Andrew Wright
Printed Name

President
Title

Dated: May 20, 2024

Marc Fisher, LLC and affiliates
Defendant Name


Signature

Matthew Bennis
Printed Name

CFO
Title

Dated: 7-10-2024

MILWAUKEE ELECTRIC TOOL CORPORATION
Defendant Name



Signature

MARK HICKOK
Printed Name

VP - SAFETY AND REGULATORY
Title

Dated: 7/9/24

OFF-WHITE, LLC
Defendant Name


Signature

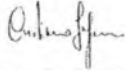
KELLY KOYAMA-GARCIA
Printed Name

DIRECTOR
Title

Dated: July 9th, 2024

OFF-WHITE OPERATING HOLDING CORP.

Defendant Name



Signature

Cristiano Fagnani

Printed Name

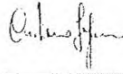
President

Title

Dated: July, 9th, 2024

OFF-WHITE OPERATING S.R.L.

Defendant Name



Signature

Cristiano Fagnani

Printed Name

CEO

Title

Dated: 09.07.2024

PAUL GREEN GMBH
Defendant Name


Signature

BARBARA AICHINGER TORSTEN TESCHE
Printed Name

MANAGING DIRECTORS
Title

Dated: 05 / 15 / 2024

Reef Lifestyle, LLC

Defendant Name

Gregg Ribatt

Signature

Gregg Ribatt

Printed Name

CEO

Title

Dated: July 8, 2024

Roger Vivier S.p.A.

Defendant Name

A handwritten signature in blue ink, appearing to read 'Emilio Macellari', written over a horizontal line.

Signature

Dott. Emilio Macellari

Printed Name

President

Title

Dated: July 8, 2024

Tod's S.p.A.

Defendant Name

A handwritten signature in blue ink, appearing to read 'M. Macellari', written over a horizontal line.

Signature

Dott. Emilio Macellari

Printed Name

Attorney in fact

Title

Dated: July 10, 2024

Tapestry, Inc.

Defendant Name



Signature

Amy Molican

Printed Name

Vice President, Deputy General Counsel

Title

Dated: June 28, 2024

The Kooples USA, Inc. and The Kooples Bloom, Inc.

Defendant Name

DocuSigned by:
Anne-Laure Couplet
69DE7B558C02481...

Signature

Anne-Laure Couplet

Printed Name

Chief Executive Officer

Title

Dated: July 1, 2024

Topgolf Callaway Brands Corp.

Defendant Name



Signature

Brian Lynch

Printed Name

Chief Financial Officer

Title



Dated: July 10, 2024

Tony Burdick LLC
Defendant Name


Signature

Amanda Sochs
Printed Name

General Counsel
Title

Dated: 7/8/2024

Urban Outfitters, Inc.; Urban Outfitters West LLC
Defendant Name

DocuSigned by:
Michael D. Silbert
92EB5CDE08F8455...

Signature

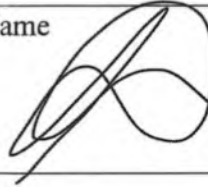
Michael Silbert
Printed Name

General Counsel
Title

Dated: 4/17/2024

Zara USA, Inc.

Defendant Name

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the left.

Signature

Dilip Patel

Printed Name

President

Title

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EXHIBIT A

Individual Settling Defendant Information

Initial Settling Defendants

1 Settling Defendant: ALDO U.S., INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$67,500

4 Allocation of Total Payment:

5

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$ 6,713	OEHHA per Section 7.3
Center For Environmental Health	Penalty	\$ 2,237	LLG
Center For Environmental Health	ASP	\$ 6,710	LLG
Center For Environmental Health	Fees and Costs	\$ 8,080	LLG
Lexington Law Group, LLP	Fees and Costs	\$ 43,760	LLG

6
7
8
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10
11

12 Contact Information: Catherine Ross
13 Name
14 905 Hodge Street
15 Address
16 Saint-Laurent, Quebec H4N 2B3
17
18 cross@aldogroup.com
19 Email address

20 [Optional Second Contact] Legal Department
21 Name
22 905 Hodge Street
23 Address
24 Saint-Laurent, Quebec H4N 2B3
25
26 legal-team@aldogroup.com
27 Email address
28

1 Settling Defendant: ARIAT INTERNATIONAL, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$57,500

4 Allocation of Total Payment:

5

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$ 5,685	OEHHA per Section 7.3
Center For Environmental Health	Penalty	\$ 1,895	LLG
Center For Environmental Health	ASP	\$ 5,680	LLG
Center For Environmental Health	Fees and Costs	\$ 6,880	LLG
Lexington Law Group, LLP	Fees and Costs	\$ 37,360	LLG

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12 Contact Information: Ariat International, Inc.
13 Name
14 1500 Alvarado St Suite 100,
15 Address
16 San Leandro, CA 94577
17 legal@ariat.com
18 Email address

19
20 [Optional Second Contact] Jeffrey Margulies, Norton Rose Fulbright US LLP
21 Name
22 555 S. Flower Street, 41st Floor
23 Address
24 Los Angeles, CA 90071
25 jeff.margulies@nortonrosefulbright.com
26 Email address
27
28

1 Settling Defendant: CALERES, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$67,500

4 Allocation of Total Payment:

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$ 6,713	OEHHA per Section 7.3
Center For Environmental Health	Penalty	\$ 2,237	LLG
Center For Environmental Health	ASP	\$ 6,710	LLG
Center For Environmental Health	Fees and Costs	\$ 8,080	LLG
Lexington Law Group, LLP	Fees and Costs	\$ 43,760	LLG

12 Contact Information: Office of General Counsel, Attention Tom Burke

13 Name

14 8300 Maryland Ave

15 Address

16 St Louis, MO 63105

17 Tburke@caleres.com

18 Email address

19
20 [Optional Second Contact] Jeffrey Margulies, Norton Rose Fulbright US LLP

21 Name

22 555 S. Flower Street, 41st Floor

23 Address

24 Los Angeles, CA 90071

25 jeff.margulies@nortonrosefulbright.com

26 Email address
27
28

1 Settling Defendant: DECKERS OUTDOOR CORPORATION
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$62,500

4 Allocation of Total Payment:

5

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$ 6,199	OEHHA per Section 7.3
Center For Environmental Health	Penalty	\$ 2,066	LLG
Center For Environmental Health	ASP	\$ 6,195	LLG
Center For Environmental Health	Fees and Costs	\$ 7,480	LLG
Lexington Law Group, LLP	Fees and Costs	\$ 40,560	LLG

6
7
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11

12 Contact Information: Thomas Garcia
13 Name
14 250 Coromar Dr.
15 Address
16 Goleta, CA 93117
17
18 tom.garcia@deckers.com
19 Email address

20 [Optional Second Contact] Jeffrey Margulies, Norton Rose Fulbright US LLP
21 Name
22 555 South Flower Street, Forty-First Floor
23 Address
24 Los Angeles, CA 90071
25
26 jeff.margulies@nortonrosefulbright.com
27 Email address
28

1 Settling Defendant: FITFLOP USA, LLC
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$62,500

4 Allocation of Total Payment:

5

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$ 6,199	OEHHA per Section 7.3
Center For Environmental Health	Penalty	\$ 2,066	LLG
Center For Environmental Health	ASP	\$ 6,195	LLG
Center For Environmental Health	Fees and Costs	\$ 7,480	LLG
Lexington Law Group, LLP	Fees and Costs	\$ 40,560	LLG

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12 Contact Information: KATE HARDWICK
13 Name
14 FOUNDRY BUILDING 4TH FLOOR
15 Address
16 SMITHS SQUARE, LONDON W6 8AF UK
17
18 KATE.HARDWICK@FITFLOP.COM
Email address

19
20 [Optional Second Contact] Georgia C. Ravitz, Esq.
Name Wilson Sonsini Goodrich & Rosati
21 1700 K St., NW, 5th Floor
22 Address Washington, DC 20006
23 email: gravitz@wsgr.com
24

25 Alternate email for FitFlop: LEGAL@FITFLOP.COM
26 Email address
27
28

1 Settling Defendant: HARBOR FREIGHT TOOLS U.S.A., INC.
CENTRAL PURCHASING, LLC
2
3 Covered Products: Work and Gardening Gloves Made With Leather Materials
4
5 Payment Amounts: Total: \$67,500

Allocation of Total Payment:

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$ 6,713	OEHHA per Section 7.3
Center For Environmental Health	Penalty	\$ 2,237	LLG
Center For Environmental Health	ASP	\$ 6,710	LLG
Center For Environmental Health	Fees and Costs	\$ 8,080	LLG
Lexington Law Group, LLP	Fees and Costs	\$ 43,760	LLG

12
13 Contact Information: Meryl K. Chae
Name
14 Harbor Freight Tools - Legal Department
15 Address
16 26677 Agoura Road, Calabasas, CA 91302
17
18 mchae@harborfreight.com
19 Email address

20 [Optional Second Contact] Tammy Stafford
21 Name
22 Harbor Freight Tools - Legal Department
23 Address
24 26677 Agoura Road, Calabasas, CA 91302
25
26 tstafford@harborfreight.com
27 Email address
28

1 Settling Defendant: KENNETH COLE PRODUCTIONS, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$50,000

4 Allocation of Total Payment:

5

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$ 4,913	OEHHA per Section 7.3
Center For Environmental Health	Penalty	\$ 1,637	LLG
Center For Environmental Health	ASP	\$ 4,910	LLG
Center For Environmental Health	Fees and Costs	\$ 5,980	LLG
Lexington Law Group, LLP	Fees and Costs	\$ 32,560	LLG

6
7
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12 Contact Information: Renada M. Williams
13 Name
14 511 W 21st New York, NY 10011
15 Address
16
17 rwilliams@kennethcole.com
18 Email address

19
20 [Optional Second Contact] David Edelman
21 Name
22 511 W 21st New York, NY 10011
23 Address
24
25 dedelman@kennethcole.com
26 Email address
27
28

1 Settling Defendant: MAGNANNI, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$35,000

4 Allocation of Total Payment:

5

Payee	Type	Amount	Deliver To
6 OEHHA	Penalty	\$ 3,372	OEHHA per Section 7.3
7 Center For Environmental Health	Penalty	\$ 1,123	LLG
8 Center For Environmental Health	ASP	\$ 3,365	LLG
9 Center For Environmental Health	Fees and Costs	\$ 4,180	LLG
10 Lexington Law Group, LLP	Fees and Costs	\$ 22,960	LLG

11

12 Contact Information: PAUL ROEHRENBECK
13 Name
14 9065 SMITHS MILL ROAD NORTH
15 Address
16 NEW ALBANY OH 43054
17
18 PAULR@MAGNANNI.COM
19 Email address

20 [Optional Second Contact] PASCUAL BLANCO
21 Name
22 9065 SMITHS MILL ROAD NORTH
23 Address
24 NEW ALBANY OH 43054
25
26 PASCUAL@MAGNANNI.COM
27 Email address
28

1 Settling Defendants: MEPHISTO, INC.
2 MEPHISTO CONCEPT STORES, INC.

3 Covered Products: Footwear Made With Leather Materials

4 Payment Amounts: Total: \$57,500

5 Allocation of Total Payment:

6 Payee	Type	Amount	Deliver To
7 OEHHA	Penalty	\$ 5,685	OEHHA per Section 7.3
8 Center For Environmental Health	Penalty	\$ 1,895	LLG
9 Center For Environmental Health	ASP	\$ 5,680	LLG
10 Center For Environmental Health	Fees and Costs	\$ 6,880	LLG
11 Lexington Law Group, LLP	Fees and Costs	\$ 37,360	LLG

12 Contact Information: Betsy Noble - Accounts Payable

13 Name
14 305 Seaboard Lane, Suite 328
15 Address
16 Franklin , TN 37067

17 betsy.noble@mephistousa.com
18 Email address

19 [Optional Second Contact] Ken Davis - VP/COO

20 Name
21 305 Seaboard Lane, Suite 328
22 Address
23 Franklin , TN 37067

24 ken.davis@mephistousa.com
25 Email address
26
27
28

1 Settling Defendant: NISOLO LLC
 2 Covered Products: Footwear Made With Leather Materials
 3 Payment Amounts: Total: \$57,500

4 Allocation of Total Payment:

5 Payee	Type	Amount	Deliver To
6 OEHHA	Penalty	\$ 5,685	OEHHA per Section 7.3
7 Center For Environmental Health	Penalty	\$ 1,895	LLG
8 Center For Environmental Health	ASP	\$ 5,680	LLG
9 Center For Environmental Health	Fees and Costs	\$ 6,880	LLG
10 Lexington Law Group, LLP	Fees and Costs	\$ 37,360	LLG

12 Contact Information:

Becky Hansen

13 Name

14 1803 9th Ave N

15 Address

16 Nashville, TN 37208

17 becky@nisolo.com

18 Email address

19 [Optional Second Contact]

20 Name

21 Address

22 Email address

1 Settling Defendant: NORDSTROM, INC.
2 Covered Products: Private Label Footwear Made With Leather Materials
3 Payment Amounts: Total: \$35,000

4 Allocation of Total Payment:

5

Payee	Type	Amount	Deliver To
6 OEHHA	Penalty	\$ 3,372	OEHHA per Section 7.3
7 Center For Environmental Health	Penalty	\$ 1,123	LLG
8 Center For Environmental Health	ASP	\$ 3,365	LLG
9 Center For Environmental Health	Fees and Costs	\$ 4,180	LLG
10 Lexington Law Group, LLP	Fees and Costs	\$ 22,960	LLG

11

12 Contact Information: General Counsel
13 Name
14 1617 6th Avenue
15 Address
16 Seattle, WA 98101
17 sop@nordstrom.com
18 Email address

19
20 [Optional Second Contact] Jeffrey Margulies, Norton Rose Fulbright US LLP
21 Name
22 555 S. Flower Street, 41st Floor
23 Address
24 Los Angeles, CA 90071
25 jeff.margulies@nortonrosefulbright.com
26 Email address
27
28

1 Settling Defendant: SAKS INCORPORATED
2 SAKS & COMPANY LLC
3 SAKS DIRECT LLC

4 Covered Products: Footwear Made With Leather Materials

5 Payment Amounts: Total: \$35,000

6 Allocation of Total Payment:

7 Payee	Type	Amount	Deliver To
8 OEHHA	Penalty	\$ 3,372	OEHHA per Section 7.3
9 Center For Environmental Health	Penalty	\$ 1,123	LLG
10 Center For Environmental Health	ASP	\$ 3,365	LLG
11 Center For Environmental Health	Fees and Costs	\$ 4,180	LLG
12 Lexington Law Group, LLP	Fees and Costs	\$ 22,960	LLG

13
14 Contact Information:

Christopher Hornig
Name

225 Liberty St.
Address

Floor 26, New York, NY
10281

chris.hornig@saks off 5th.com
Email address

21 [Optional Second Contact]

Meagan Crowley
Name

225 Liberty St., Floor 25
Address

New York, NY 10281

meagan.crowley@saks.com
Email address

1 Settling Defendant: SHOES WEST, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$57,500

4 Allocation of Total Payment:

5

Payee	Type	Amount	Deliver To
6 OEHHA	Penalty	\$ 5,685	OEHHA per Section 7.3
7 Center For Environmental Health	Penalty	\$ 1,895	LLG
8 Center For Environmental Health	ASP	\$ 5,680	LLG
9 Center For Environmental Health	Fees	\$ 6,880	LLG
10 Lexington Law Group, LLP	Fees and Costs	\$ 37,360	LLG

11

12 Contact Information: BILL LANGRELL
13 Name
14 18701 S. FIGUEROA ST.
15 Address
16 GARDENA, CA 90248
17
18 blangrell@taosfootwear.com
19 Email address

20 [Optional Second Contact] _____
21 Name
22 _____
23 Address
24 _____
25 _____
26 Email address

1 Settling Defendant: SKECHERS U.S.A., INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$67,500

4 Allocation of Total Payment:

5

Payee	Type	Amount	Deliver To
6 OEHHA	Penalty	\$ 6,713	OEHHA per Section 7.3
7 Center For Environmental Health	Penalty	\$ 2,237	LLG
8 Center For Environmental Health	ASP	\$ 6,710	LLG
9 Center For Environmental Health	Fees	\$ 8,080	LLG
10 Lexington Law Group, LLP	Fees and Costs	\$ 43,760	LLG

11

12 Contact Information: Hazel Ocampo
13 Name
14 12760 High Bluff Drive, Suite 240
15 Address
16 San Diego, CA 92130
17 ocampoh@gtlaw.com
18 Email address

19 [Optional Second Contact] Madeline Orlando
20 Name
21 400 Capitol Mall, Suite 2400
22 Address
23 Sacramento, CA 95814
24 orlandom@gtlaw.com
25 Email address
26
27
28

1 Settling Defendant: STEVEN MADDEN, LTD.
 2 STEVEN MADDEN RETAIL, INC.
 3 Covered Products: Footwear Made With Leather Materials
 4 Payment Amounts: Total: \$50,000

5 Allocation of Total Payment:

6 Payee	Type	Amount	Deliver To
7 OEHHA	Penalty	\$ 4,913	OEHHA per Section 7.3
8 Center For Environmental Health	Penalty	\$ 1,637	LLG
9 Center For Environmental Health	ASP	\$ 4,910	LLG
10 Center For Environmental Health	Fees	\$ 5,980	LLG
11 Lexington Law Group, LLP	Fees and Costs	\$ 32,560	LLG

12
 13 Contact Information: Lisa Keith
 Name
 14
 15 52-16 Barnett Avenue
 Address
 16
 17 Long Island City, NY 11104
 18
 19 GeneralCounsel@stevemadden.com
 Email address

20 [Optional Second Contact] Amy Lally
 21 Name
 22
 23 1999 Avenue of the Stars, 17th Floor
 Address
 24
 25 Los Angeles, CA 90067
 26
 27 alally@sidley.com
 Email address

28

1 Settling Defendant: VALENTINO USA, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$50,000

4 Allocation of Total Payment:

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$ 4,913	OEHHA per Section 7.3
Center For Environmental Health	Penalty	\$ 1,637	LLG
Center For Environmental Health	ASP	\$ 4,910	LLG
Center For Environmental Health	Fees	\$ 5,980	LLG
Lexington Law Group, LLP	Fees and Costs	\$ 32,560	LLG

12 Contact Information: DANIEL PALTRIDGE
13 Name
14 11 W 42nd STREET # 26
15 Address
16 NY NY 10036
17 daniel.paltridge@valentino.com
18 Email address

20 [Optional Second Contact] _____
21 Name
22 _____
23 Address
24 _____
25 _____
26 Email address

1 Settling Defendant: WEYCO GROUP, INC.
2 DESIGNER BRANDS, INC.
3 DSW SHOE WAREHOUSE, INC.

4 Covered Products: Footwear Made With Leather Materials

5 As to DESIGNER BRANDS, INC. and DSW SHOE WAREHOUSE, INC., "Covered Products"
6 means Footwear Made With Leather Materials Supplied by Weyco Group, Inc.

7 Payment Amounts: Total: \$50,000

8 Allocation of Total Payment:

9 Payee	Type	Amount	Deliver To
10 OEHHA	Penalty	\$ 4,913	OEHHA per Section 7.3
11 Center For Environmental Health	Penalty	\$ 1,637	LLG
12 Center For Environmental Health	ASP	\$ 4,910	LLG
13 Center For Environmental Health	Fees	\$ 5,980	LLG
14 Lexington Law Group, LLP	Fees and Costs	\$ 32,560	LLG

15 Contact Information:

Judy Anderson
16 Name

333 W. Estabrook Blvd
17 Address

Glendale, WI 53212
18

janderson@weycogroup.com
19 Email address

20 [Optional Second Contact]

Allison Woss
21 Name

333 W. Estabrook Blvd
22 Address

Glendale, WI 53212
23

awoss@weycogroup.com
24 Email address

1 Settling Defendant: WOLVERINE WORLD WIDE, INC.
2 WOLVERINE OUTDOORS, INC.
3 SPERRY TOP-SIDER, LLC
4 HUSH PUPPIES RETAIL, INC.

5 Covered Products: Footwear Made With Leather Materials

6 Payment Amounts: Total: \$67,500

7 Allocation of Total Payment:

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$ 6,713	OEHHA per Section 7.3
Center For Environmental Health	Penalty	\$ 2,237	LLG
Center For Environmental Health	ASP	\$ 6,710	LLG
Center For Environmental Health	Fees	\$ 8,080	LLG
Lexington Law Group, LLP	Fees and Costs	\$ 43,760	LLG

13 Contact Information: Erin E. Orndorff
14 Name

15 9341 Courtland Dr.
16 Address

17 Rockford, MI 49351

18 erin.orndorff@wwwinc.com
19 Email address

20 [Optional Second Contact] Jeffrey Margulies, Norton Rose Fulbright US LLP
21 Name

22 555 S. Flower Street, 41st Floor
23 Address

24 Los Angeles, CA 90071

25 jeff.margulies@nortonrosefulbright.com
26 Email address
27
28

Opt-In Settling Defendants

1 Settling Defendant: AEFPE GROUP, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$65,435

4 Allocation of Total Payment:

Payee	Type	Amount
OEHHA	Penalty	\$ 6,276.00
Center For Environmental Health	Penalty	\$ 2,092.00
Center For Environmental Health	ASP	\$ 6,272.00
Center For Environmental Health	Fees and Costs	\$ 9,320.00
Lexington Law Group, LLP	Fees and Costs	\$ 41,040.00
Alameda Superior Court	Appearance Fee	\$ 435.00

13 Contact Information: Alice Franceschetti
14 Aeffe Group, Inc.
15 30 West 56th Street
16 New York, NY 10019
17 afranceschetti@aeffeusa.com

1 Settling Defendant: ALLSAINTS USA LIMITED
2 ALL SAINTS RETAIL LIMITED
3 Covered Products: Footwear Made With Leather Materials
4 Payment Amounts: Total: \$75,000

5 Allocation of Total Payment:

6 Payee	Type	Amount
7 OEHHA	Penalty	\$ 7,305.00
8 Center For Environmental Health	Penalty	\$ 2,435.00
9 Center For Environmental Health	ASP	\$ 7,300.00
10 Center For Environmental Health	Fees and Costs	\$ 10,520.00
11 Lexington Law Group, LLP	Fees and Costs	\$ 47,440.00
12 Alameda Superior Court	Appearance Fee	\$ n/a

13 Contact Information: Louise Keane
14 AllSaints
15 15-17 Jack's Place, 6 Corbet Place
16 London, E1 6NN, UK
17 legal@allsaints.com
18
19
20
21
22
23
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1 Settling Defendant: ARZZ INTERNATIONAL INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$65,435

4 Allocation of Total Payment:

5

Payee	Type	Amount
6 OEHHA	Penalty	\$ 6,276.00
7 Center For Environmental Health	Penalty	\$ 2,092.00
8 Center For Environmental Health	ASP	\$ 6,272.00
9 Center For Environmental Health	Fees and Costs	\$ 9,320.00
10 Lexington Law Group, LLP	Fees and Costs	\$ 41,040.00
11 Alameda Superior Court	Appearance Fee	\$ 435.00

12

13 Contact Information: Alan A. Heller, Esq.
14 Foster Garvey P.C.
15 100 Wall Street, 20th Floor
16 New York, NY 10005
17 alan.heller@foster.com
18
19
20
21
22
23
24
25
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1 Settling Defendant: BILL BLASS GROUP, LLC
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$45,435

4 Allocation of Total Payment:

Payee	Type	Amount
OEHHA	Penalty	\$ 4,218.00
Center For Environmental Health	Penalty	\$ 1,406.00
Center For Environmental Health	ASP	\$ 4,216.00
Center For Environmental Health	Fees and Costs	\$ 6,920.00
Lexington Law Group, LLP	Fees and Costs	\$ 28,240.00
Alameda Superior Court	Appearance Fee	\$ 435.00

13 Contact Information: Andrew Hong
14 Bill Blass Group, LLC
15 3 East 44th Street
16 New York, NY 10017
17 andrew@billblass.com

17 Peter Kim
18 Bill Blass Group, LLC
19 3 East 44th Street
20 New York, NY 10017
21 peter@billblass.com

1 Settling Defendant: CELINE INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$65,435

4 Allocation of Total Payment:

Payee	Type	Amount
OEHHA	Penalty	\$ 6,276.00
Center For Environmental Health	Penalty	\$ 2,092.00
Center For Environmental Health	ASP	\$ 6,272.00
Center For Environmental Health	Fees and Costs	\$ 9,320.00
Lexington Law Group, LLP	Fees and Costs	\$ 41,040.00
Alameda Superior Court	Appearance Fee	\$ 435.00

13 Contact Information: Sarah Benady, President
14 Celine Inc.
15 598 Madison Avenue
16 New York, NY 10022
17 sarah.benady@us.celine.com

18 Jonathan Tieng
19 Celine Inc.
20 598 Madison Avenue
21 New York, NY 10022
22 jonathan.tieng@us.celine.com

1 Settling Defendant: CELS ENTERPRISES, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$65,435

4 Allocation of Total Payment:

5

Payee	Type	Amount
6 OEHHA	Penalty	\$ 6,276.00
7 Center For Environmental Health	Penalty	\$ 2,092.00
8 Center For Environmental Health	ASP	\$ 6,272.00
9 Center For Environmental Health	Fees and Costs	\$ 9,320.00
10 Lexington Law Group, LLP	Fees and Costs	\$ 41,040.00
11 Alameda Superior Court	Appearance Fee	\$ 435.00

12

13 Contact Information: Robert Goldman, CEO
14 Cels Enterprises, Inc.
15 3485 S. La Cienega Boulevard
16 Los Angeles, CA 90016
rgoldman@celsinc.com

17 Stewart Goldman
18 Cels Enterprises, Inc.
19 3485 S. La Cienega Boulevard
20 Los Angeles, CA 90016
rgoldman@celsinc.com

1 Settling Defendant: COLE HAAN LLC
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$75,000

4 Allocation of Total Payment:

Payee	Type	Amount
OEHHA	Penalty	\$ 7,305.00
Center For Environmental Health	Penalty	\$ 2,435.00
Center For Environmental Health	ASP	\$ 7,300.00
Center For Environmental Health	Fees and Costs	\$ 10,520.00
Lexington Law Group, LLP	Fees and Costs	\$ 47,440.00
Alameda Superior Court	Appearance Fee	\$ n/a

13 Contact Information: Laura Kelley
14 Attn: General Counsel
15 Cole Haan LLC
16 150 Ocean Road
17 Greenland, NH 03840
18 Laura.Kelley@colehaan.com
19 cc: Debora.Hayes@colehaan.com
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1 Settling Defendant: COLUMBIA SPORTSWEAR COMPANY
2 SOREL CORPORATION
3 MOUNTAIN HARDWARE, INC.
4 PRANA LIVING, LLC
5 COLUMBIA BRANDS USA, LLC

6 Covered Products: Footwear Made With Leather Materials
7 Gloves Made With Leather Materials

8 Payment Amounts: Total: \$104,350

9 Allocation of Total Payment:

10 Payee	11 Type	12 Amount
13 OEHHA	14 Penalty	15 \$ 9,876.00
16 Center For Environmental Health	17 Penalty	18 \$ 3,292.00
19 Center For Environmental Health	20 ASP	21 \$ 9,872.00
22 Center For Environmental Health	23 Fees and Costs	24 \$ 13,520.00
25 Lexington Law Group, LLP	26 Fees and Costs	27 \$ 63,440.00
28 Alameda Superior Court	Appearance Fee	\$ 4,350.00

16 Contact Information: Peter J. Bragdon
17 Columbia Sportswear Company
18 14375 Northwest Science Park Drive
19 Portland, OR 97229
20 pbragdon@columbia.com

21 Bao M. Vu
22 Stoel Rives LLP
23 1 Montgomery Street, Suite 3230
24 San Francisco, CA 94104
25 bao.vu@stoel.com

1 Settling Defendant: DOLCE & GABBANA USA INC.
2 Covered Products: Footwear Made With Leather Materials
3 Gloves Made With Leather Materials
4 Payment Amounts: Total: \$95,870

5 Allocation of Total Payment:

6 Payee	Type	Amount
7 OEHHA	Penalty	\$ 9,360.00
8 Center For Environmental Health	Penalty	\$ 3,120.00
9 Center For Environmental Health	ASP	\$ 9,360.00
10 Center For Environmental Health	Fees and Costs	\$ 12,920.00
11 Lexington Law Group, LLP	Fees and Costs	\$ 60,240.00
12 Alameda Superior Court	Appearance Fee	\$ 870.00

13 Contact Information: Ruggero Caterini
14 Dolce & Gabbana USA Inc.
15 546 5th Avenue, 10th Floor
16 New York, NY 10036
17 Ruggero.Caterini@dolcegabbana.it
18
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1 Settling Defendant: EVERLANE, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$65,435

4 Allocation of Total Payment:

Payee	Type	Amount
OEHHA	Penalty	\$ 6,276.00
Center For Environmental Health	Penalty	\$ 2,092.00
Center For Environmental Health	ASP	\$ 6,272.00
Center For Environmental Health	Fees and Costs	\$ 9,320.00
Lexington Law Group, LLP	Fees and Costs	\$ 41,040.00
Alameda Superior Court	Appearance Fee	\$ 435.00

13 Contact Information: Kimberley Smith
14 Everlane, Inc.
15 2170 Folsom Street
16 San Francisco, CA 94110
kim@everlane.com

17 Bao M. Vu
18 Stoel Rives LLP
19 1 Montgomery Street, Suite 3230
20 San Francisco, CA 94104
21 bao.vu@stoel.com

1 Settling Defendant: FOOTWEAR UNLIMITED, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$75,435

4 Allocation of Total Payment:

Payee	Type	Amount
OEHHA	Penalty	\$ 7,305.00
Center For Environmental Health	Penalty	\$ 2,435.00
Center For Environmental Health	ASP	\$ 7,300.00
Center For Environmental Health	Fees and Costs	\$ 10,520.00
Lexington Law Group, LLP	Fees and Costs	\$ 47,440.00
Alameda Superior Court	Appearance Fee	\$ 435.00

13 Contact Information: Patrick Mooney
14 Footwear Unlimited, Inc.
15 99 Larkin Williams Ind. Ct.
16 Fenton, MO 63026
17 pmooney@footwearunlimited.com

18 Nicholas Licavoli
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20 99 Larkin Williams Ind. Ct.
21 Fenton, MO 63026
22 nlicavoli@footwearunlimited.com

23 Thompson Coburn, LLP c/o Luke Sosnicki
24 10100 Santa Monica Boulevard Suite 500
25 Los Angeles, CA 90067
26 lsosnicki@thompsoncoburn.com
27
28

1 Settling Defendant: HIGHLINE UNITED, LLC
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$60,435

4 Allocation of Total Payment:

Payee	Type	Amount
OEHHA	Penalty	\$ 5,760.00
Center For Environmental Health	Penalty	\$ 1,920.00
Center For Environmental Health	ASP	\$ 5,760.00
Center For Environmental Health	Fees and Costs	\$ 8,720.00
Lexington Law Group, LLP	Fees and Costs	\$ 37,840.00
Alameda Superior Court	Appearance Fee	\$ 435.00

13 Contact Information: Kim Bradley
14 Highline United, LLC
15 990 Washington Street, Suite 215
16 Dedham, MA 02026
kim@highlineunited.us

17 Bao M. Vu
18 Stoel Rives LLP
19 1 Montgomery Street, Suite 3230
20 San Francisco, CA 94104
bao.vu@stoel.com

1 Settling Defendant: HUGO BOSS USA, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Gloves Made With Leather Materials
4 Payment Amounts: Total: \$100,870

5 Allocation of Total Payment:

6 Payee	Type	Amount
7 OEHHA	Penalty	\$ 9,876.00
8 Center For Environmental Health	Penalty	\$ 3,292.00
9 Center For Environmental Health	ASP	\$ 9,872.00
10 Center For Environmental Health	Fees and Costs	\$ 13,520.00
11 Lexington Law Group, LLP	Fees and Costs	\$ 63,440.00
12 Alameda Superior Court	Appearance Fee	\$ 870.00

13 Contact Information: Jennifer Darling
14 Hugo Boss USA, Inc.
15 55 Water Street, 48th Floor
16 New York, NY 10041
17 Jennifer_Darling@hugoboss.com
18
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1 Settling Defendant: J. CREW INC.
2 J. CREW GROUP, INC.
3 GRACE HOLMES, INC.

4 Covered Products: Footwear Made With Leather Materials
5 Gloves Made With Leather Materials

6 Payment Amounts: Total: \$100,000

7 Allocation of Total Payment:

8 Payee	9 Type	10 Amount
11 OEHHA	12 Penalty	13 \$ 9,876.00
14 Center For Environmental Health	15 Penalty	16 \$ 3,292.00
17 Center For Environmental Health	18 ASP	19 \$ 9,872.00
20 Center For Environmental Health	21 Fees and Costs	22 \$ 13,520.00
23 Lexington Law Group, LLP	24 Fees and Costs	25 \$ 63,440.00
26 Alameda Superior Court	27 Appearance Fee	28 \$ n/a

14 Contact Information: Elizabeth Seaver
15 J. Crew
16 225 Liberty Street, 17th Floor
17 New York, NY 10281
18 elizabeth.seaver@jcrew.com

19 Attn: General Counsel
20 J. Crew
21 225 Liberty Street, 17th Floor
22 New York, NY 10281
23 officeofthegeneralcounsel@jcrew.com
24
25
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1 Settling Defendant: JILL ACQUISITION LLC
2 Covered Products: Private Label Footwear Made With Leather Materials
3 Payment Amounts: Total: \$65,435

4 Allocation of Total Payment:

Payee	Type	Amount
OEHHA	Penalty	\$ 6,276.00
Center For Environmental Health	Penalty	\$ 2,092.00
Center For Environmental Health	ASP	\$ 6,272.00
Center For Environmental Health	Fees and Costs	\$ 9,320.00
Lexington Law Group, LLP	Fees and Costs	\$ 41,040.00
Alameda Superior Court	Appearance Fee	\$ 435.00

13 Contact Information: Kathleen Stevens
14 SVP, General Counsel, Secretary and ESG
15 Jill Acquisition LLC
16 4 Batterymarch Park
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18 Kathleen.Stevens@jjill.com
19 legal@jjill.com

20 Jeffrey Margulies
21 Norton Rose Fulbright US LLP
22 555 S. Flower Street, 41st Floor
23 Los Angeles, CA 90042
24 jeff.margulies@nortonrosefulbright.com

1 Settling Defendant: JR286, INC.
2 Covered Products: Sports Gloves Made With Leather Materials
3 Payment Amounts: Total: \$65,000

4 Allocation of Total Payment:

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Payee	Type	Amount
OEHHA	Penalty	\$ 6,276.00
Center For Environmental Health	Penalty	\$ 2,092.00
Center For Environmental Health	ASP	\$ 6,272.00
Center For Environmental Health	Fees and Costs	\$ 9,320.00
Lexington Law Group, LLP	Fees and Costs	\$ 41,040.00
Alameda Superior Court	Appearance Fee	\$ n/a

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13 Contact Information: Blake Fix
14 General Counsel
15 JR286, Inc.
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18 bfix@jr286.com

19 Daniel W. Fox
20 K&L Gates LLP
21 Four Embarcadero Center, Suite 1200
22 San Francisco, CA 94111
23 daniel.fox@klgates.com
24
25
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1 Settling Defendant: LAFAYETTE 148, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$65,435

4 Allocation of Total Payment:

Payee	Type	Amount
OEHHA	Penalty	\$ 6,276.00
Center For Environmental Health	Penalty	\$ 2,092.00
Center For Environmental Health	ASP	\$ 6,272.00
Center For Environmental Health	Fees and Costs	\$ 9,320.00
Lexington Law Group, LLP	Fees and Costs	\$ 41,040.00
Alameda Superior Court	Appearance Fee	\$ 435.00

13 Contact Information: Thomas Hoi
14 Lafayette 148, Inc.
15 141 Flushing Avenue, Suite 1401
16 Brooklyn, NY 11205
17 tom.hoi@lafayette148.com

18 Todd O. Maiden
19 Reed Smith LLP
20 101 Second Street, Suite 1800
21 San Francisco, CA 94105
22 tmaiden@reedsmith.com

1 Settling Defendant: MANOLO BLAHNIK AMERICAS LLC

2 Covered Products: Footwear Made With Leather Materials

3 Payment Amounts: Total: \$75,435

4 Allocation of Total Payment:

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Payee	Type	Amount
6 OEHHA	Penalty	\$ 7,305.00
7 Center For Environmental Health	Penalty	\$ 2,435.00
8 Center For Environmental Health	ASP	\$ 7,300.00
9 Center For Environmental Health	Fees and Costs	\$ 10,520.00
10 Lexington Law Group, LLP	Fees and Costs	\$ 47,440.00
11 Alameda Superior Court	Appearance Fee	\$ 435.00

12

13 Contact Information: Andrew Wright
14 Manolo Blahnik Americas LLC
15 717 Madison Avenue
16 New York, NY 10065
17 legal@manoloblahnik.com

18 Gary M. Roberts
19 Dentons US LLP
20 601 S. Figueroa Street, Suite 2500
21 Los Angeles, CA 90017
22 gary.roberts@dentons.com

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1 Settling Defendant: MARC FISHER, LLC and affiliates
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$85,435

4 Allocation of Total Payment:

Payee	Type	Amount
OEHHA	Penalty	\$ 8,332.50
Center For Environmental Health	Penalty	\$ 2,777.50
Center For Environmental Health	ASP	\$ 8,330.00
Center For Environmental Health	Fees and Costs	\$ 11,720.00
Lexington Law Group, LLP	Fees and Costs	\$ 53,840.00
Alameda Superior Court	Appearance Fee	\$ 435.00

13 Contact Information: Matthew Burris, CFO
14 Marc Fisher LLC
15 777 West Putnam Ave.
16 Greenwich, CT 06830
17 Matthew.Burris@fisherfootwear.com

18 J. Robert Maxwell, Esq.
19 Rogers Joseph O'Donnell
20 311 California Street, 10th Floor
21 San Francisco, CA 94104
22 JMaxwell@rjo.com

1 Settling Defendant: MILWAUKEE ELECTRIC TOOL CORPORATION
2 Covered Products: Work and Gardening Gloves Made With Leather Materials
3 Payment Amounts: Total: \$65,000

4 Allocation of Total Payment:

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Payee	Type	Amount
OEHHA	Penalty	\$ 6,276.00
Center For Environmental Health	Penalty	\$ 2,092.00
Center For Environmental Health	ASP	\$ 6,272.00
Center For Environmental Health	Fees and Costs	\$ 9,320.00
Lexington Law Group, LLP	Fees and Costs	\$ 41,040.00
Alameda Superior Court	Appearance Fee	\$ n/a

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13 Contact Information: Mark Hickok
14 Milwaukee Electric Tool Corporation
15 13135 W. Lisbon Road
16 Brookfield, WI 53005
17 mark.hickok@milwaukeetool.com
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1 Settling Defendant: OFF-WHITE, LLC
2 OFF-WHITE OPERATING HOLDING CORP.
3 OFF-WHITE OPERATING S.R.L.

4 Covered Products: Footwear Made With Leather Materials

5 Payment Amounts: Total: \$66,305

6 Allocation of Total Payment:

Payee	Type	Amount
OEHHA	Penalty	\$ 6,276.00
Center For Environmental Health	Penalty	\$ 2,092.00
Center For Environmental Health	ASP	\$ 6,272.00
Center For Environmental Health	Fees and Costs	\$ 9,320.00
Lexington Law Group, LLP	Fees and Costs	\$ 41,040.00
Alameda Superior Court	Appearance Fee	\$ 1,305.00

14 Contact Information: Kelly Koyama-Garcia
15 Off-White, LLC
16 1 E. 57th Street
17 New York, NY 10022

18 Daniel Bellizio
19 Bellizio + Igel PLLC
20 One Grand Central Place
21 305 Madison Avenue, 40th Floor
22 New York, NY 10165
23 dbellizio@bilawfirm.com

24 Joseph R. Ashby
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26 445 S. Figueroa Street, 18th Floor
27 Los Angeles, California 90071
28 joseph.ashby@offitkurman.com

Lydia Ferrarese
OFFIT KURMAN, P.A.
590 Madison Avenue, 6th Floor
New York, NY 10022
Lydia.Ferrarese@offitkurman.com

1 Settling Defendant: PAUL GREEN GMBH
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$75,435

4 Allocation of Total Payment:

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Payee	Type	Amount
OEHHA	Penalty	\$ 7,305.00
Center For Environmental Health	Penalty	\$ 2,435.00
Center For Environmental Health	ASP	\$ 7,300.00
Center For Environmental Health	Fees and Costs	\$ 10,520.00
Lexington Law Group, LLP	Fees and Costs	\$ 47,440.00
Alameda Superior Court	Appearance Fee	\$ 435.00

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13 Contact Information: Gregory Patterson
14 Musick, Peeler & Garrett LLP
15 2801 Townsgate Road, Suite 200
16 Westlake Village, CA 91361
17 g.patterson@musickpeeler.com

17 Barbara Aichinger
18 Paul Green GmbH
19 Haag 10
20 5163 Mattsee, Salzburg
21 Austria
22 b.aichinger@paul-green.com
23
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1 Settling Defendant: REEF LIFESTYLE, LLC
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$75,435

4 Allocation of Total Payment:

Payee	Type	Amount
OEHHA	Penalty	\$ 7,305.00
Center For Environmental Health	Penalty	\$ 2,435.00
Center For Environmental Health	ASP	\$ 7,300.00
Center For Environmental Health	Fees and Costs	\$ 10,520.00
Lexington Law Group, LLP	Fees and Costs	\$ 47,440.00
Alameda Superior Court	Appearance Fee	\$ 435.00

13 Contact Information: Gregory K. Nelson
14 Reef Lifestyle, LLC
15 16236 San Dieguito Rd., Ste. 5-23
16 Rancho Santa Fe, CA 92091
17 gsuhr@weeksnelson.com

1 Settling Defendant: ROGER VIVIER S.P.A.
TOD'S S.P.A.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$75,870
4

5 Allocation of Total Payment:

6 Payee	Type	Amount
7 OEHHA	Penalty	\$ 7,305.00
8 Center For Environmental Health	Penalty	\$ 2,435.00
9 Center For Environmental Health	ASP	\$ 7,300.00
10 Center For Environmental Health	Fees and Costs	\$ 10,520.00
11 Lexington Law Group, LLP	Fees and Costs	\$ 47,440.00
12 Alameda Superior Court	Appearance Fee	\$ 870.00

13 Contact Information: Dott. Emilio Macellari
14 Tod's Group
15 Via Filippo Della Valle 1
16 63811 Sant'Elpidio a Mare
17 Italy
emilio.macellari@todsgroup.com
18
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1 Settling Defendant: TAPESTRY, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$85,000

4 Allocation of Total Payment:

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Payee	Type	Amount
OEHHA	Penalty	\$ 8,332.50
Center For Environmental Health	Penalty	\$ 2,777.50
Center For Environmental Health	ASP	\$ 8,330.00
Center For Environmental Health	Fees and Costs	\$ 11,720.00
Lexington Law Group, LLP	Fees and Costs	\$ 53,840.00
Alameda Superior Court	Appearance Fee	\$ n/a

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13 Contact Information: Amy Melican
14 Tapestry, Inc.
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16 New York, NY 10001
amelican@tapestry.com

17 David Howard
18 Tapestry, Inc.
19 10 Hudson Yards
20 New York, NY 10001
dhoward@tapestry.com

1 Settling Defendant: THE KOOPLES BLOOM, INC.
THE KOOPLES USA, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$45,870
4

5 Allocation of Total Payment:

6 Payee	Type	Amount
7 OEHHA	Penalty	\$ 4,218.00
8 Center For Environmental Health	Penalty	\$ 1,406.00
9 Center For Environmental Health	ASP	\$ 4,216.00
10 Center For Environmental Health	Fees and Costs	\$ 6,920.00
11 Lexington Law Group, LLP	Fees and Costs	\$ 28,240.00
12 Alameda Superior Court	Appearance Fee	\$ 870.00

13 Contact Information: Lynn R. Fiorentino
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1 Settling Defendant: TOPGOLF CALLAWAY BRANDS CORP.

2 Covered Products: Gloves Made With Leather Materials

3 Payment Amounts: Total: \$85,435

4 Allocation of Total Payment:

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Payee	Type	Amount
6 OEHHA	Penalty	\$ 8,332.50
7 Center For Environmental Health	Penalty	\$ 2,777.50
8 Center For Environmental Health	ASP	\$ 8,330.00
9 Center For Environmental Health	Fees and Costs	\$ 11,720.00
10 Lexington Law Group, LLP	Fees and Costs	\$ 53,840.00
11 Alameda Superior Court	Appearance Fee	\$ 435.00

12

13 Contact Information: Michael Catania
14 Topgolf Callaway Brands Corp.
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16
17 Elizabeth V. McNulty
18 Evans Fears Schuttert McNulty Mickus
1 Park Plaza, Suite 500
19 Irvine, CA 92614
emcnulty@efsmmlaw.com

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1 Settling Defendant: TORY BURCH LLC
2 Covered Products: Footwear Made With Leather Materials
3 Payment Amounts: Total: \$85,000

4 Allocation of Total Payment:

Payee	Type	Amount
OEHHA	Penalty	\$ 8,332.50
Center For Environmental Health	Penalty	\$ 2,777.50
Center For Environmental Health	ASP	\$ 8,330.00
Center For Environmental Health	Fees and Costs	\$ 11,720.00
Lexington Law Group, LLP	Fees and Costs	\$ 53,840.00
Alameda Superior Court	Appearance Fee	\$ n/a

13 Contact Information: Amanda Sachs
14 Tory Burch LLC
15 11 West 19th Street, 7th Floor
16 New York, NY 10011
17 asachs@toryburch.com

1 Settling Defendant: URBAN OUTFITTERS, INC.
URBAN OUTFITTERS WEST LLC
2
3 Covered Products: Footwear Made With Leather Materials
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5 Payment Amounts: Total: \$75,000

Allocation of Total Payment:

Payee	Type	Amount
OEHHA	Penalty	\$ 7,305.00
Center For Environmental Health	Penalty	\$ 2,435.00
Center For Environmental Health	ASP	\$ 7,300.00
Center For Environmental Health	Fees and Costs	\$ 10,520.00
Lexington Law Group, LLP	Fees and Costs	\$ 47,440.00
Alameda Superior Court	Appearance Fee	\$ n/a

13
14 Contact Information: Michael Silbert
General Counsel
Urban Outfitters, Inc.
Urban Outfitters West LLC
5000 S. Broad Street
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MSilbert@urbn.com
18
19 Brian M. Ledger
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20 San Diego, CA 92101
bledger@grsm.com
21
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1 Settling Defendant: ZARA USA, INC.
2 Covered Products: Footwear Made With Leather Materials
3 Driving and Fashion Gloves Made With Leather Materials
4 Payment Amounts: Total: \$100,000

5 Allocation of Total Payment:

6 Payee	Type	Amount
7 OEHHA	Penalty	\$ 9,876.00
8 Center For Environmental Health	Penalty	\$ 3,292.00
9 Center For Environmental Health	ASP	\$ 9,872.00
10 Center For Environmental Health	Fees and Costs	\$ 13,520.00
11 Lexington Law Group, LLP	Fees and Costs	\$ 63,440.00
12 Alameda Superior Court	Appearance Fee	\$ n/a

13
14 Contact Information: Lynn R. Fiorentino
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18 lynn.fiorentino@afslaw.com
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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. Bali Leathers, Inc., et al.*, Lead Case No. RG19029736 (consolidated with *Center for Environmental Health v. Tommy Baham Group, Inc., et al.*, Case No. RG 19-034870), 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 and 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.

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/gloves, [Settling Defendant] is writing to notify you of certain requirements applicable to chrome-tanned leather used to manufacture leather components of footwear and gloves that come into direct contact with the skin of the average user when the footwear or gloves 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/gloves, [Settling Defendant] is writing to notify you of certain requirements applicable to chrome-tanned leather used to manufacture leather components of footwear and gloves that come into direct contact with the skin of the average user when the footwear or gloves 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.