

Exhibit 1
Settling Defendants, Covered Products, and Notice Recipients

Opt-In Settling Defendant

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

Covered Products

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

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

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

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

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

Payment

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

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

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

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

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

Name

Address

Email address

[Optional Second Contact]

Name

Address

Email address