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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

SEP 30 2022

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

JOE GUZMAN, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

DECKERS OUTDOOR CORPORATION, a
Delaware Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: CVRI2100707
*[Assigned to Hon. Judge Craig Riemer, Dept
1, for all purposes]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT**

Complaint filed: February 10, 2021

The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action Settlement Agreement and Release of Claims¹ (the "Settlement Agreement") came for hearing *on September 30, 2022,* in Department 1 of the above entitled court. The Final Approval Motion was unopposed by Defendant Deckers Outdoor Corporation. Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having been given to

¹ See Exhibit 1 to the Declaration of Brian Mankin in support of the Motion for Final Approval, which was concurrently filed on August 12, 2022.

1 the Class, and the Court having considered the Settlement Agreement, all papers filed and
2 proceedings had herein and all oral and written comments received regarding the proposed
3 settlement, and having reviewed the record in this Litigation, and good cause appearing,

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

5 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
6 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

7 2. The Court has jurisdiction over the subject matter over this Action, the Class
8 Representative, the Class Members, and Defendant.

9 3. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
10 Form and Exclusion Form (collectively attached as Exhibit “A” to the Declaration of Taylor
11 Mitzner filed on August 12, 2022), as provided for in the Order Granting Preliminary Approval
12 for the Settlement, constituted the best notice practicable under the circumstances to all Class
13 Members and fully met the requirements of California law and due process under the California
14 and United States Constitution. Based on evidence and other material submitted, the actual
15 notice to the class was adequate.

16 4. The Court finds that the instant Action presented a good faith dispute of the
17 claims alleged, and the Court finds in favor of settlement approval. Specifically, as defined in
18 the Settlement Agreement, the Vacation Pay Class Members (except for those who submit a
19 timely and valid Request for Exclusion) will release and discharge the Released Parties from the
20 Vacation Pay Released Claims for the Vacation Pay Class Period, and the Wage Statement Class
21 Members (except for those who submit a timely and valid Request for Exclusion) will release
22 and discharge the Released Parties from the Wage Statement Released Claims for the Wage
23 Statement Class Period. Additionally, Plaintiff brought the PAGA Released Claims on behalf of
24 the State of California and Aggrieved Employees, and pursuant to the Settlement Agreement and
25 this Order, Plaintiff will release and discharge the Released Parties from the PAGA Released
26 Claims.

27 5. There was 1 valid Request~~s~~ for Exclusion from the Settlement submitted by Oscar
28 Anguiano, who shall not become a Participating Class Member. Other than this individual, all

1 Participating Class Members are entitled to payment pursuant to the Settlement and this
2 Judgment. Furthermore, all Aggrieved Employees are entitled to payment pursuant to this
3 Settlement and Judgment.

4 6. There were no objections to the Settlement.

5 7. The Court approves the Settlement, as set forth in the Settlement Agreement and
6 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
7 Parties are directed to perform in accordance with the terms set forth in the Settlement
8 Agreement and this Order and Judgment.

9 8. The Parties are to bear their own costs, except as otherwise provided in the
10 Settlement Agreement and this Order and Judgment.

11 9. For purposes of effectuating this Order and Judgment, this Court has certified the
12 following two Classes:

13 a. Wage Statement Class: all current and former nonexempt (i.e., eligible for
14 overtime pay) employees (excluding retail employees) employed by Defendant in
15 California at any time during the period of February 10, 2020, through November 23,
16 2021 (the "Wage Statement Class Period");

17 b. Vacation Pay Class: all nonexempt (i.e., eligible for overtime pay)
18 employees (excluding retail employees) who separated from employment with Defendant
19 in California at any time during the period of February 10, 2017, through November 23,
20 2021 (the "Vacation Pay Class Period") and who had accrued but unused vacation upon
21 their separation of employment.

22 c. The Court deems these definitions sufficient for purposes of California
23 Rules of Court, rule 3.765(a).

24 10. With respect to the Class Members and for purposes of approving this Settlement,
25 this Court finds and concludes as follows: (a) the Class Members are ascertainable and so
26 numerous that joinder of all members is impracticable; (b) there are questions of law or fact
27 common to the Settlement Class Members, and there is a well-defined community of interest
28 among the Settlement Class Members with respect to the subject matter of the Action; (c) the

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1 claims of Class Representative are typical of the claims of the Class Members; (d) the Class
2 Representative has fairly and adequately protected the interests of the Class Members; (e) a class
3 action is superior to other available methods for an efficient adjudication of this controversy; and
4 (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve
5 as counsel for the Plaintiff in ^{his} her individual and representative capacity and for the Settlement
6 Class.

7 11. By this Judgment, the Class Representative shall release, relinquish, and
8 discharge the Vacation Pay Released Claims, the Wage Statement Released Claims and the
9 PAGA Released Claims, as defined in the Settlement Agreement. Additionally, by this
10 Judgment, each of the Participating Class Members shall be deemed to have, and by operation of
11 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
12 Vacation Pay Released Claims and Wage Statement Released Claims.

13 12. Neither the Settlement Agreement nor the Settlement contained therein, nor any
14 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
15 or the Settlement (i) is or may be deemed to be or may be used by plaintiff or Participating Class
16 Members as an admission of, or evidence of, the validity of any of the Vacation Pay Released
17 Claims and/or the Wage Statement Released Claims, or of any wrongdoing or liability of
18 Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used
19 by plaintiff or Participating Class Members as an admission of, or evidence of, any fault or
20 omission of Defendant or any of the other Released Parties in any civil, criminal, or
21 administrative proceeding in any court, administrative agency, or other tribunal. Defendant may
22 file the Settlement Agreement and/or the Judgment from this Action in any other action that may
23 be brought against it or them in order to support a defense or counterclaim based on principles of
24 *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any
25 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

26 13. The "Gross Settlement Amount" to be paid under the Settlement Agreement is
27 \$950,000. From this amount, Class Counsel sought an award of attorney's fees of \$316,666.66,
28 litigation expenses of \$10,729.47, Settlement Administrator Costs of \$8,500 to Phoenix

Administration, and \$75,000 to the LWDA for PAGA penalties and \$25,000 to the Aggrieved Employees. Defendant does not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

A) \$316,666.66 to Class Counsel for attorneys fees;

B) \$10,729.47 to Class Counsel for costs/expenses;

C) \$8,500 to the Settlement Administrator, Phoenix Administration;

D) \$75,000 to the LWDA;

F) \$25,000 to the Aggrieved Employees;

F) After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

14. Defendant is directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. Administrator is directed to calculate the Participating Class Member's Individual Settlement Payments from the Net Settlement Amount, as well as the Aggrieved Employees individual payment, and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

The date this Order is entered	The Effective Date occurs.
30 days after the Effective Date	Defendant is directed to issue the Settlement Amount to the Settlement Administrator, plus separately pay its share of payroll taxes.
10 days after receipt of Payment	Settlement Administrator to issue all payments.
180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.

May 15, 2023	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds, <i>and otherwise complying with E.L.R.C. of the CRO</i>
May 30, 2023	Final Report Hearing re: status of funding.

15. The envelope transmitting the settlement checks shall bear the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on *September 30, 2022* ~~[INSERT DATE]~~ the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Guzman v. Decker Outdoor Corporation*, Case No. CVRI2100707, on behalf of the Participating Class Members of the Vacation Pay Class (which includes "all nonexempt (i.e., eligible for overtime pay) employees (excluding retail employees) who separated from employment with Defendant in California at any time during the period of February 10, 2017, through November 23, 2021, and who had accrued but unused vacation upon their separation of employment") and Wage Statement Class (which includes "all current and former nonexempt (i.e., eligible for overtime pay) employees (excluding retail employees) employed by Defendant in California at any time during the period of February 10, 2020, through November 23, 2021").

16. Participating Class Members and Aggrieved Employees shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. If a check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail a reminder postcard within 10 days thereafter and provide the Participating Class Member with the deadline to cash the check. If any check that is issued to a current employee of Defendant is returned to the Settlement Administrator as undeliverable and the Settlement Administrator is unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the

1 Defendant to have the check(s) delivered to the Participating Class Member at their place of
2 employment. In the event that a Participating Class Members and/or Aggrieved Employees does
3 not negotiate his/her check within this time period, the check will be canceled. The value of the
4 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash
5 a settlement check shall be issued to the California State Controller in the name of the Class
6 Member and/or Aggrieved Employee.

CR 7 17. This document shall constitute a Judgment for purposes of California Rule of
8 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
9 Class Representative, the Class Members, and Defendant for the purposes of supervising the
10 implementation, enforcement, construction, administration, and interpretation of the Settlement
11 Agreement and this Judgment.

12 IT IS SO ORDERED.

13 Dated: September 30, 2022

Craig Riemer
14 Hon. Craig Riemer
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