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Attorneys for Plaintiff Joe Guzman and on behalf of others similarly situated

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]*

**DECLARATION OF BRIAN J. MANKIN,  
ESQ., IN SUPPORT OF MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT**

Hearing  
Date: September 6, 2022  
Time: 8:30 a.m.  
Dept: 1

Complaint filed: February 10, 2021

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment law department and am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

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DECLARATION OF BRIAN MANKIN IN SUPPORT OF MOTION FOR FINAL APPROVAL

1 **COUNSEL'S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.  
3 I am admitted to practice in the United States District Courts for the Central and Southern  
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various  
5 courts in California.

6 3. I have handled over 500 employee vs. employer litigation matters during my 21  
7 years in practice. Over the last 15 years, my practice has almost entirely consisted of  
8 representing employees, the majority of which has included class action and representative  
9 action wage and hour matters. In total, I have handled over 250 class action and representative  
10 action wage/hour cases, and have been appointed by the court as class counsel and have received  
11 final court approval and judgment in close to half of those actions to date, and anticipate  
12 receiving final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered in excess of \$250  
14 million in damages for my clients and the class members (who often work as nurses, ambulance  
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and  
16 countless other trades). As of the end of last year, my team and I held the record for the largest  
17 known PAGA-only case in California's history as of that time - a \$12.5 million-dollar court  
18 approved settlement, which followed extensive litigation, summary adjudication and writs to the  
19 CA Supreme Court against a Fortune 50 company (*Garcia v. Macy's*, San Bernardino Superior  
20 Court).

21 5. I have tried two class and PAGA cases against Fortune 100 companies. In 2018, I  
22 was lead counsel in a PAGA case that my firm tried to the bench in the Orange County Superior  
23 Court and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case  
24 against Walmart that was tried to the jury in District Court for the Central District, wherein the  
25 jury awarded Plaintiffs over \$6 million. Following the successful outcome in trial, both cases  
26 were appealed.

27 6. Over the last four or five consecutive years, I have been selected by my peers as a  
28 "Super Lawyer" in Employment Litigation, a distinction that only 5% of lawyers receive.

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8. As set forth in the Declaration of Taylor Mitzner on behalf of the Settlement Administrator, Phoenix, the Net Settlement Amount is \$514,103.86, after the deductions set forth in the chart below:

9. The process of mailing the Notice Packets, consisting of a Class Notice, Objection Form, Dispute Form and Exclusion Form, was very successful, as 99% of the Notice Packets were successfully delivered by the Settlement Administrator.

11. As discussed at length in Plaintiff's motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is favorable to the Class and the release is narrowly limited to the claims alleged.

/ / /

1           13. I believe that the settlement is fair, reasonable and adequate, and in the best  
2 interests of the Class, given that we had to navigate the Foster case, as well as litigation risks and  
3 delay inherent in further litigation and possible appeals. As set forth in Plaintiff's motion for  
4 preliminary approval and the declarations submitted in support thereof, there was a risk that  
5 Foster would attempt include our case, but we ultimately convinced Foster's counsel to carve out  
6 our claims, and we ended up settling for nearly as much as Foster, despite having very narrow  
7 claims. Moreover, Defendant would have challenged Plaintiff's claims, and Plaintiff faced real  
8 challenges in certifying the Class and obtaining a recovery on the claims in this matter.  
9 Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and  
10 that it is desirable that the action be fully and finally settled in the manner and upon the terms  
11 and conditions set forth in the Settlement Agreement in order to limit further expense,  
12 inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit  
13 the operation of Defendant's business without further expensive litigation and the distraction and  
14 diversion of its personnel with respect to matters at issue. All parties took into account the  
15 uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The  
16 parties determined that it is desirable and beneficial to both the Class and Defendant that this  
17 case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The  
18 recoveries contemplated by the Settlement represent a good result for the Class, fairly  
19 proportioned to the likely risk-adjusted recovery in litigation.

20                           **ADEQUACY OF COUNSEL AND**  
21                           **REASONABLENESS OF REQUESTED FEE AND COST AWARDS**

22           14. As set forth above, I have handled over 250 class and representative actions. I  
23 have been appointed as class counsel and have successfully resolved approximately half of those  
24 cases (while many are ongoing and will successfully resolve in the future) while recovering  
25 hundreds of millions of dollars for my clients and Class Members. This is substantially better  
26 than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class  
27 Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which  
28 found that only one-third of class actions are successful, compared to two-thirds that are defeated

1 and result in no payment to the class members.<sup>1</sup>

2 15. When this case was taken on a contingency fee basis, with my firm agreeing to  
3 assume responsibility for all litigation costs, the ultimate result was far from certain. In the  
4 course of this litigation, Class Counsel paid all costs including filing fees, court costs, research  
5 fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

6 16. It has been my experience that the benchmark for attorney fee awards in  
7 California state cases is one-third of a common settlement fund, which the CA Supreme Court  
8 upheld in the *Laffitte v. Robert Half*, 1 Cal.5th 480 case. Here, in accordance with the Settlement  
9 Agreement, Class Counsel is seeking a fee of \$316,666.66, which is one-third of the Settlement  
10 Amount and results in a very small 1.23 multiplier.

11 17. Considering that Class Counsel have two hearings in this Court one day apart and  
12 in the other case Class Counsel is seeking a fee based on a **negative 2 multiplier**, it just goes to  
13 show how the contingency method results in some cases generating a positive multiplier whereas  
14 other result in a negative. But availability of obtaining a multiplier is essential to balance out all  
15 of those situations in which the result in not successful, including the negative 2 multiplier case  
16 of *Moreno v. J.J. Kane Associates* that is scheduled for final approval to be heard one day later

17 18. There are several additional factors why I believe that the Court should award  
18 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts  
19 resulted in a common fund settlement amount of \$950,000 on behalf of the Class Members, who  
20 will receive more than \$2,700 each on average and up to a maximum of over \$5,200 for those  
21 employees that worked the longest during the Class Period. This is a very good result, especially  
22 in light of the disputed nature of the claims alleged. This result was achieved by the work and  
23 success of my office, who negotiated the settlement after extensive preparation, investigation,  
24 mediation, and substantial work thereafter.

25 19. Second, Plaintiff faced significant risks going forward with the litigation. As  
26 discussed in the motion for preliminary approval, Defendant raised various defenses throughout

27  
28 <sup>1</sup> [www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf](http://www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf)

1 this litigation, any one of which, if successful, could have decimated Plaintiff's case. And  
2 Defendant vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues  
3 going forward with this litigation, and it would have taken several more years to realize any  
4 recovery in this action along with the possibility of post-trial appeals.

5 20. Third, Class Counsel are experienced class action litigators. This experience and  
6 expertise, combined with the high quality of work performed in this case, resulted in the  
7 settlement achieved in this case.

8 21. Fourth, Class Counsel have been representing Plaintiff in this matter strictly on a  
9 contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a  
10 substantial amount of time, money, and resources, and have done so since the inception of this  
11 case without any payment or compensation. If Plaintiff had lost this case, we would have  
12 recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for  
13 my office, which is a small firm. While some cases result in a positive lodestar and some in a  
14 negative lodestar like this case, if, despite these hardships and risks, the best my office could  
15 hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for  
16 the hardships and serious risks we face when litigating contingency fee cases, and would not be  
17 incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are  
18 successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar like  
19 this one, often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation-  
20 coordination-preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study  
21 discussed above, only one-third of class actions are successful, compared to two-thirds that are  
22 defeated and result in no payment to the class members.

23 22. Fifth, the request for attorney's fees in the amount of one-third of the common  
24 fund falls well within the norms accepted by state and federal courts in California in comparable  
25 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee  
26 recovery under the common fund doctrine was approved by the California Supreme Court in  
27 *Laffitte, supra*, 1 Cal.5th 480, 503.

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1           23.     For all of the above reasons, a common fund fee award here in the amount of one-  
2 third of the common fund created by Plaintiff and Class Counsel is fair and reasonable.

3           24.     At my office, this case was primarily handled by Peter Carlson, a senior associate,  
4 while I performed the role of the supervising attorney (although I primarily took over after  
5 mediation so that Mr. Carlson can focus on handling pre-litigation cases). Mr. Carlson's  
6 experience is set forth in his declaration, but in sum, he works exclusively with me on  
7 employment law matters and has been in practice for 8 years. He bills at the hourly rate of  
8 \$575/hour. I have been in practice for 21 years, with most of those years handling complex  
9 litigation and for over the last 15 years, my practice has almost entirely consisted of handling  
10 class action wage and hour matters. My billing rate is \$775/hour. I believe these rates are  
11 consistent with Plaintiff and Defense attorneys who handle complex class action litigation, if not  
12 somewhat lower.

13           25.     The hourly rates above are comparable to those of other attorneys with equal or  
14 similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at [www.laffeymatrix.com](http://www.laffeymatrix.com)  
15 indicates that the benchmark rates are: \$676/hour for an 8–10-year attorney, \$764/hour for a 11-  
16 19 year attorney, and \$919/hour for a 20+ year attorney). Moreover, the Wolters Kluwer Real  
17 Rate Report ("Real Rate Report"), provides directly applicable information in this regard. The  
18 Real Rate Report is based on an enormous and statistically significant compilation of data. For  
19 instance, in 2017, the report was based on 25.8 million billing entries and 23.9 million hours  
20 billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees  
21 billed. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for  
22 partners and associates in major metropolitan areas. In 2018, for the southern California area,  
23 which is based on billing entries for 999 partners and 1,361 associates, the Real Rate Report  
24 states that: (a) the median rate for partners in Los Angeles is \$695 and the upper quartile is \$995  
25 per hour, and (b) the median rate for associates in Los Angeles is \$550 and the upper quartile is  
26 \$721 (2018 Kluwer Real Rate Report, page 21). And, perhaps most importantly, the information  
27 provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or  
28 reviews or other publications – instead, the Real Rate Report is based on the actual hours and

fees billed by law firms.

26. The table below includes a summary of the hours worked, plus additional hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the administrator and defense counsel to issue checks, respond to class members and finalize this matter. Our aggregated lodestar between Mr. Carlson and I is approximately \$257,170, resulting in a 1.23 multiplier, as follows:

| Attorney/Timekeeper                                          | Rate  | Hours              | Fee                 |
|--------------------------------------------------------------|-------|--------------------|---------------------|
| <b>Brian J. Mankin</b><br><i>Trial Counsel</i><br>(21 years) | \$775 | 185.3 <sup>2</sup> | \$143,607.50        |
|                                                              |       |                    |                     |
| <b>Peter J. Carlson</b><br>Senior Associate<br>(8 years)     | \$575 | 197.5              | \$113,562.50        |
| <b>Grand Total for All Attorneys</b>                         |       | <b>382.8</b>       | <b>\$257,170.00</b> |

27. The fee is warranted because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

28. In the course of prosecuting this action, Class counsel have incurred expenses that were incidental and necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, copying and management of documents, on-line Lexis research, messenger services, postage, fax transmission expenses, transportation, mediation fees, expert fees, and other incidental expenses directly related to this action. My firm's expenses through the final approval hearing are estimated to be \$10,729.47, which includes filing this motion, process/server costs, and service expenses (see the itemized statement of these costs attached hereto as Exhibit "D"). Since we agreed to cap our costs at \$15,000, and

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<sup>2</sup> Includes an estimated 40 hours that will be expended in finalizing the motion, attending the hearing, working with the parties and administrator regarding the notice and payment process, and filing any post judgment paperwork

1 the savings will be placed in the Net Settlement Amount for distribution to the Participating  
2 Class Members. Defendant does not oppose this request for costs.

3 SUBMISSION TO THE LWDA

4 29. The Motion and declarations, including the Settlement Agreement, have  
5 concurrently been submitted to the LWDA. (See Exhibit "E").

6 EXHIBITS AND CONCLUSION

7 30. A true and correct copy of the Class Action Settlement Agreement and Release of  
8 Claims (the "Settlement Agreement") is attached hereto as Exhibit "A."

9 31. A true and correct copy of the Order granting preliminary approval is attached  
10 hereto as Exhibit "B."

11 32. A true and correct copy of the combined billing records for Mr. Carlson and me  
12 are attached as Exhibit "C."

13 33. Attached hereto as Exhibit "D" is a true and correct copy of an itemized statement  
14 of my firm's litigation costs.

15 34. The LWDA's confirmation of receipt of this Motion and Declaration is attached  
16 hereto as Exhibit "E."

17 35. For the foregoing reasons, it is respectfully requested that the Court grant final  
18 approval of the settlement as being fair, reasonable, and in the best interest of the class, and  
19 approve the requested attorneys fees, costs, and enhancements.

20 I declare under penalty of perjury under the laws of the State of California that the  
21 foregoing is true and correct. Executed on August 12, 2022, at Riverside, California.

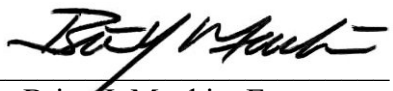
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23 By:   
24 Brian J. Mankin, Esq.

EXHIBIT “A”

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Attorney for Defendant, Deckers Outdoor Corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE 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 Riemer for all  
Purposes]*

**CLASS ACTION SETTLEMENT  
AGREEMENT AND RELEASE OF  
CLAIMS**

1 This Class Action Settlement Agreement and Release of Claims is entered into by and  
2 between Plaintiff Joe Guzman, individually and on behalf of all others similarly situated, and  
3 Defendant Deckers Outdoor Corporation, and is approved by their respective counsel of record,  
4 subject to the terms and conditions hereof and the Court's approval.

5 **A. Definitions**

6 1. "Action" or "Lawsuit" means and refers to the case entitled *Joe Guzman v.*  
7 *Deckers Outdoor Corporation, et al.*, Riverside County Superior Court Case No. CVRI2100707.

8 2. "Aggrieved Employees" means Plaintiff, along with all Wage Statement Class  
9 Members and Vacation Pay Class Members who were employed by Defendant in the State of  
10 California at any time during the PAGA Period.

11 3. "Agreement" or "Settlement Agreement" shall mean this Class Action Settlement  
12 Agreement and Release of Claims and the Notice Packet.

13 4. "Class Counsel" refers to Brian J. Mankin and Peter J. Carlson of Lauby Mankin  
14 Lauby LLP.

15 5. "Class Data" means a complete list of all Settlement Class Members that  
16 Defendant will diligently and in good faith compile from its records and provide to the  
17 Settlement Administrator. The Class List shall be on one spreadsheet and shall include the  
18 Settlement Class Members' full names; last known addresses; telephone numbers; Social  
19 Security Numbers; the total number Weeks Worked in the Wage Statement Class, state "Yes" or  
20 "No" as to whether the Class Member is a member of the Vacation Pay Class, and state total  
21 weeks worked during the PAGA Period as an Aggrieved Employees.

22 6. "Class Representative" or "Plaintiff" means and refers to Joe Guzman.

23 7. "Complaint" refers to the class action complaint filed in the Riverside County  
24 Superior Court on February 10, 2021, which was first amended to include representative PAGA  
25 claims, and then further amended in a Second Amended Complaint that will dismiss, without  
26 prejudice, the *Foster* Settled Claims. Thus, Plaintiff's Second Amended Complaint shall allege  
27 only the following causes of action: (1) Class and PAGA claims for wage statements violations,  
28 (2) Class and PAGA claims for failure to pay vested vacation wages, (3) PAGA claims for

1 failure to pay sick pay at the proper rate under Labor Code § 246, and (4) claims for unfair and  
2 unlawful competition under Bus. and Prof. Code § 17200, *et seq*, related to the claims above.

3 8. “Court” (or “Judge”) means the California Superior Court, County of Riverside.

4 9. “Defendant” means and refers to Deckers Outdoor Corporation.

5 10. “Defendant’s Counsel” or “Defense Counsel” means and refers to Stradling  
6 Yocca Carlson & Rauth, P.C.

7 11. “Effective Date” means the latest of the following dates: (i) if no Class Member  
8 timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil  
9 Procedure § 663, then the date the Court enters an order granting Final Approval of the  
10 Settlement; (ii) if a Class Member intervenes or files a motion to vacate the Judgment, then  
11 sixty-one (61) calendar days following the date the Court enters an order granting final approval,  
12 assuming no appeal is filed; or (iii) if a Class Member timely and properly intervenes or files a  
13 motion to vacate the Judgment under Code of Civil Procedure § 663, and if a timely appeal is  
14 filed, then the date of final resolution of that appeal (including any requests for rehearing and/or  
15 petitions for *certiorari*), resulting in final judicial approval of the Settlement.

16 12. “Final Approval” refers to the order of the Court granting final approval of this  
17 Settlement Agreement and entering a judgment approving this Agreement on substantially the  
18 terms provided herein or as the same may be modified by subsequent agreement of the Parties.

19 13. “Final Settlement Class” means, collectively, all Settlement Class Members who  
20 have not opted out of the Settlement Class by submitting timely Requests for Exclusion.

21 14. “*Foster Action*” refers to the related case entitled *Foster, et al. v. Deckers*  
22 *Outdoor Corporation, et al.*, Santa Barbara County Superior Court, Case No. 20CV03699, which  
23 received preliminary approval of a proposed class and representative PAGA settlement on  
24 November 23, 2021. The *Foster* settlement includes the *Foster* Settled Claims, but specifically  
25 excludes the following claims from the settlement: (1) all claims for wage statement violations  
26 for direct hires of Defendant, (2) claims for failure to pay vested vacation at the proper rate under  
27 Labor Code § 227.3, and (3) claims for failure to pay mandated sick pay at the proper rate under  
28 Labor Code § 246.

1           15.     “*Foster* Settled Claims” refers to the claims that were resolved in the *Foster*  
2 Action, including the class and PAGA claims for minimum and overtime wages, meal and rest  
3 breaks, and failure to timely pay wages each pay period and upon separation of employment.

4           16.     “Individual Settlement Amount” shall have the meaning ascribed to it in  
5 Paragraph 53(c) below.

6           17.     “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 53(b)  
7 below.

8           18.     “Notice” means the notice of proposed class settlement that will be sent to the  
9 Settlement Class Members and which will advise each Settlement Class Member of the  
10 settlement and his or her estimated Individual Settlement Amount and will further advise of the  
11 setting of a Final Approval Hearing.

12           19.     “Notice Packet” means the Notice, Request for Exclusion Form, the Objection  
13 Form, and the Dispute Form to be sent to all Settlement Class Members, substantially in the form  
14 attached hereto as Exhibits A, B, C and D (respectively), as may be modified by the Court.

15           20.     “Notice Response Deadline” is 45 calendar days from the date the Notice Packet  
16 is mailed to the Settlement Class Members.

17           21.     “Objecting Settlement Class Member” means a Settlement Class Member, other  
18 than Plaintiff, who submits a valid and timely objection to the terms of this Agreement, pursuant  
19 to Paragraph 74(c) below.

20           22.     “PAGA Penalties” means the amount that the Parties have agreed to pay to the  
21 Labor and Workforce Development Agency (“LWDA”) in connection with the California Labor  
22 Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”), as well  
23 as the individual PAGA payment allocated to each Aggrieved Employee.

24           23.     “PAGA Period” is deemed to be any time during the period of February 10, 2020,  
25 through November 23, 2021.

26           24.     “PAGA Released Claims” means any PAGA claims that Plaintiff alleged against  
27 the Released Parties, on behalf of Aggrieved Employees and State of California, based on the  
28 facts stated in Plaintiff’s Second Amended Complaint and in Plaintiff’s LWDA notice letter,

including: (A) as alleged on behalf of the State of California and Aggrieved Employees who are in the Vacation Pay Class, Plaintiff shall release all PAGA claims for (1) failure to pay vested vacation pursuant to Labor Code § 227.3, and (2) unfair and unlawful competition claims relating to the vested vacation claim; and (B) as alleged on behalf of the State of California and Aggrieved Employees in the Wage Statement Class, Plaintiff shall release all PAGA claims for failure to provide accurate itemized wage statements in violation of Labor Code § 226 and § 226.3. The time period governing the PAGA Released Claims shall be any time during the PAGA Period. The PAGA Released Claims do not release any Aggrieved Employee's claim for wages or statutory penalties.

25. "Participating Class Members" means all Settlement Class Members who are deemed to participate in the settlement and receive an Individual Settlement Amount, and do not opt-out by submitting timely valid Request for Exclusion.

26. "Parties" or "Settling Parties" mean Plaintiff, the Settlement Class, and Defendant, collectively.

27. "Preliminary Approval Date" means the date the Court approves the Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

28. "Preliminary Approval Order" means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement and providing for the issuance of the Notice Packet to the Settlement Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a hearing on the fairness of the terms of Settlement, including approval of attorneys' fees and costs. Defendant will not object to Plaintiff's motion for preliminary approval but will be provided with an opportunity to review and comment upon the motion before it is filed.

29. "Released Parties" means Defendant, together with its officers, directors, employees, and agents.

30. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 74(a) below. A Request for Exclusion will not exclude a Class Member from the release of their rights to any and all PAGA claims based on the Labor Code sections alleged to have been violated in

1 the Complaint or any amended complaints.

2 31. "Settlement Administrator" means and refers to Phoenix Class Action  
3 Administration, the third-party class action settlement administrator agreed to by the Parties, who  
4 will provide the Notice Packet to the Class Members and distribute the settlement amounts as  
5 described in this Agreement.

6 32. "Settlement Administration Costs" means the costs payable from the Settlement  
7 Amount to the Settlement Administrator for administering this Settlement, including, but not  
8 limited to, printing, distributing, and tracking documents for this Settlement, tax reporting,  
9 distributing the Settlement Amount, and providing necessary reports and declarations, as  
10 requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement  
11 Amount, including, if necessary, any such costs in excess of the amount represented by the  
12 Settlement Administrator as being the maximum costs necessary to administer the Settlement.

13 33. "Settlement Amount" shall have the meaning ascribed to it in Paragraph 53(a)  
14 below.

15 34. "Settlement Class" shall be comprised of two classes: the Vacation Pay Class and  
16 the Wage Statement Class.

17 35. "Settlement Class Member" or "Class Members" refers to individual members of  
18 the Settlement Class.

19 36. "Vacation Pay Class Members" includes all nonexempt (i.e., eligible for overtime  
20 pay) employees (excluding retail employees) who separated from employment with Defendant in  
21 California at any time during the Vacation Pay Class Period and who had accrued but unused  
22 vacation upon their separation of employment.

23 37. "Vacation Pay Class Period" is deemed to be any time during the period of  
24 February 10, 2017, through November 23, 2021.

25 38. "Vacation Pay Released Claims" by the Participating Vacation Pay Class  
26 Members includes all claims for damages and statutory penalties alleged in the Second Amended  
27 Complaint and those based upon the facts alleged therein, including claims premised upon the  
28 for (1) failure to pay vested vacation pursuant to Labor Code § 227.3, and (2) unfair and

1 unlawful competition claims relating to the vested vacation claim. The time period governing  
2 the Vacation Pay Released Claims shall be the Vacation Pay Class Period.

3 39. “Wage Statement Class” includes all current and former nonexempt (i.e., eligible  
4 for overtime pay) employees (excluding retail employees) employed by Defendant in California  
5 at any time during the Wage Statement Class Period.

6 40. “Wage Statement Class Period” is deemed to be any time during the period of  
7 February 10, 2020, through November 23, 2021.

8 41. “Wage Statement Released Claims” by the Participating Wage Statement Class  
9 Members includes claims for failure to provide accurate itemized wage statements in violation of  
10 Labor Code § 226 and § 226.3 as alleged in the Second Amended Complaint, and all recoverable  
11 statutory penalties related thereto. The time period governing the Wage Statement Released  
12 Claims shall be the Wage Statement Class Period.

13 42. “Weeks Worked” means all weeks in which a Wage Statement Class Member  
14 worked at least one shift during the week for Defendant in California during the Wage Statement  
15 Class Period.

16 **B. General Terms**

17 43. On February 10, 2021, Plaintiff filed a putative class action complaint against  
18 Defendant, alleging claims for: (1) failure to pay minimum wages, (2) failure to pay overtime  
19 wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely  
20 pay wages, (6) failure to provide accurate itemized wage statements, and (7) unfair and unlawful  
21 competition. Then, on February 11, 2021, and to pursue claims under the Private Attorneys  
22 General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”), Plaintiff gave written notice by  
23 online filing to the Labor and Workforce Development Agency (“LWDA”) and by certified mail  
24 to Defendant of the specific provisions of the Labor Code alleged to have been violated,  
25 including the facts and theories to support the alleged violations. After further investigation,  
26 Plaintiff also sent an Amended and Second Amended written notice to the LWDA and Defendant  
27 to pursue additional claims under PAGA (on April 23, 2021, and April 29, 2021,  
28 respectively). The Amended and Second Amended Notices added claims for failure to pay vested

vacation under Labor Code § 227.3 and failure to pay sick time at the proper rate of pay under Labor Code § 246.

44. On May 21, 2021, Plaintiff filed a First Amended Complaint (“FAC”) adding causes of action under PAGA for the same claims in the original complaint. However, because the requisite 65 days had not elapsed since sending the Amended and Second Amended Notices, Plaintiff’s FAC did not add claims for failure to pay vested vacation under Labor Code § 227.3 and failure to pay sick time at the proper rate of pay under Labor Code § 246.

45. The *Foster* Action received preliminary approval on November 23, 2021, but pursuant to an agreement with Plaintiff herein, the *Foster* Settlement does not release any claims for Defendant’s employees based on alleged violations of Labor Code § 226 (wage statement claims), Labor Code § 227.3 (vested vacation claims), and Labor Code § 246 (sick pay claims). Plaintiff opted out of the *Foster* Settlement.

46. Defendant denies Plaintiff’s claims and allegations and contends that the Action is not suitable for class certification.

47. The Class Representative believes he can proceed with his representative and class claims, that the Action is meritorious, and that class certification is appropriate.

48. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting written discovery into Defendant’s written policies and practices and an informal exchange of information prior to mediation. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class. Class Counsel has diligently pursued an investigation of the Class Members’ claims against Defendant. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

49. On January 26, 2022, the Parties attended mediation with Todd Smith, and

1 reached the class and PAGA settlement set forth herein, limited solely to Plaintiff's claims under  
2 Labor Code §§ 226, 227.3, 246 and related claims under § 2699.

3 50. To effectuate this Settlement, which is more limited in scope than the First  
4 Amended Complaint on file, the Parties agree that Plaintiff shall file a Second Amended  
5 Complaint that will dismiss the *Foster* Settled Claims, without prejudice. Thus, Plaintiff's SAC  
6 shall allege only the following causes of action: (1) class claim for failure to pay vested vacation,  
7 (2) class claim for failure to provide accurate itemized wage statements, (3) class claim for unfair  
8 and unlawful competition under Bus. and Prof. Code § 17200, *et seq.*, related to the vacation pay  
9 claim, (4) PAGA claim for failure to pay vested vacation, (5) PAGA claim for failure to pay sick  
10 pay at the proper rate, and (6) PAGA claim for failure to provide accurate itemized wage  
11 statements. Defendant agrees to stipulate to the filing of the SAC for this purpose, and Plaintiff  
12 and his counsel shall file all necessary documents, as required by the CMO ¶ F and Cal. Rules of  
13 Court, Rule 3.770, to dismiss the *Foster* Settled Claims.

14 51. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts  
15 to be performed or judgments to be entered pursuant to the terms of the Settlement and  
16 Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of  
17 any statute or law or liability on the claims or allegations in the Action.

18 52. Stipulation for Class Certification. For settlement purposes only, Defendant will  
19 stipulate that the Settlement Class Members described herein who do not Request Exclusion  
20 from the Settlement Class may be conditionally certified as a settlement class. This stipulation to  
21 certification is in no way an admission that class action certification is proper and shall not be  
22 admissible in this or in any other action except for the sole purposes of enforcing this  
23 Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties'  
24 stipulation to class certification as part of the Settlement shall become null and void ab initio and  
25 shall have no bearing on, and shall not be admissible in connection with the issue of whether or  
26 not certification would be appropriate in a non-settlement context. Defendant expressly reserves  
27 its rights and declare that it would continue to oppose class certification and the substantive  
28 merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his

rights and declares that he will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

**C. Terms of Settlement**

53. The financial terms of the Settlement are as follows:

(a) Gross Settlement Amount: The Parties agree to settle this Action for nine hundred fifty thousand dollars and zero cents (\$950,000.00) (“the Settlement Amount”). The Settlement Amount is the maximum amount that will be paid, and includes Individual Settlement Amounts, attorneys’ fees of Class Counsel, costs and expenses of Class Counsel, all Settlement Administration Costs, and PAGA Penalties. Defendant will separately pay its share of payroll taxes on the portion of the Individual Settlement Amounts allocated to wages.

(b) Net Settlement Amount: The “Net Settlement Amount” is defined as the Settlement Amount less attorneys’ fees and litigation costs as approved and awarded by the Court, the Settlement Administration Costs, and PAGA Penalties. In the event that the Court reduces the attorneys’ fees, costs, expenses or Service Award, the difference shall be placed in the Net Settlement Amount and allocated to the Settlement Class.

(c) Individual Settlement Amounts for the Settlement Class: Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount as follows:

i. Each Vacation Pay Class Member will receive an Individual Settlement Payment of \$100.00 from the Net Settlement Amount (the “Vacation Class Payments”).

ii. The Settlement Administration will then calculate the total number of Weeks Worked by each Wage Statement Class Member during the Wage Statement Class Period and the aggregate total number of Weeks Worked by all Wage Statement Class Members during the Wage Statement Class Period.

iii. To determine each Wage Statement Class Member’s estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: The Net Settlement Amount will first be deducted by the Vacation Class Payments, and that figure

1 will be divided by the aggregate total number of Weeks Worked, resulting in the “Workweek  
2 Value.” Each Wage Statement Class Member’s Individual Settlement Payment will be calculated  
3 by multiplying his or her total number of Weeks Worked during the Wage Statement Class  
4 Period by the Workweek Value.

5                   iv.       Individual Settlement Payments will be reduced by any required  
6 deductions for each Participating Class Member as specifically set forth herein, including  
7 employee-side tax withholdings and deductions.

8                   v.       The entire Net Settlement Amount will be disbursed to all  
9 Participating Class Members. If there are any valid and timely Requests for Exclusion, the  
10 Settlement Administrator shall proportionally increase the Individual Settlement Payment for all  
11 other Participating Class Member according to the formula above, so that the amount actually  
12 distributed to the Settlement Class equals 100% of the Net Settlement Amount.

13                   (d)       Allocation of Individual Settlement Amounts: The Individual Settlement  
14 Amounts paid to the Wage Statement Class will be treated 100% as penalties and interest  
15 reportable on IRS form 1099 for the Wage Statement Class Members. The Individual Settlement  
16 Amounts paid to the Vacation Pay Class will be treated as one-third (33.333%) paid as wages  
17 subject to withholding of all applicable local, state and federal taxes; and two-thirds (66.667%)  
18 paid as interest and as penalties from which no taxes will be withheld (IRS 1099 reporting). The  
19 Class Members are responsible for taxes and accounting on their payments received. The  
20 Settlement Administrator will issue to each Settlement Class Member an Internal Revenue  
21 Service Form W-2 and/or 1099 as required.

22                   (e)       Attorneys’ Fees and Costs: Defendant agrees to not oppose a request by  
23 Class Counsel to the Court for an award of attorneys’ fees of one-third (33.33%) of the  
24 Settlement Amount, plus reasonable litigation costs not to exceed \$15,000. Defendant agrees not  
25 to oppose any contention by Class Counsel that attorneys’ fees should be based on the common  
26 fund theory. Should the Court approve a lesser amount than what is sought by Class Counsel,  
27 the difference shall be added to the Net Settlement Amount to be distributed to the Participating  
28 Class Members. Any Court order awarding less than the amount sought by Class Counsel shall

not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court.

(f) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Settlement Amount not to exceed \$8,500.

(g) PAGA Penalties: The Parties agree that \$100,000 is allocated to PAGA Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Pursuant to PAGA, \$75,000 (75%) of this amount shall be paid to the LWDA in satisfaction of Plaintiff's claims for penalties under the PAGA and \$25,000 (25%) will be paid to the Aggrieved Employees based on the number of weeks worked during the PAGA Period, which will be treated entirely as civil penalties and shall be reported as required on an IRS form 1099.

(h) Tax Liability: Class Counsel and Defendant make no representation as to the tax treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class Members are not relying on any statement or representation by Class Counsel or Defendant in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099, as applicable, will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

54. No Credit Toward Benefit Plans. The Settlement Payments made to Settlement Class Members under this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Members or Class Members may be

1 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock  
2 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather,  
3 it is the Parties' intention that this Agreement will not affect any rights, contributions, or  
4 amounts to which any Settlement Class Members or Class Members may be entitled under any  
5 benefit plans.

6 55. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under  
7 no circumstances will any portion of the Settlement Amount revert to Defendant. Participating  
8 Class Members will not have to make a claim in order to receive an Individual Settlement  
9 Amount. Distributions, in the form of Individual Settlement Amounts, will be made directly to  
10 each Participating Class Member.

11 56. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable and  
12 will so represent same to the Court.

13 **D. Release by the Settlement Class**

14 57. Vacation Pay Class. Upon entry of the Final Approval Order, and except as to  
15 such rights or claims as may be created by this Settlement Agreement, the Vacation Pay Class  
16 Members (except for those who submit a timely and valid Request for Exclusion) and each of  
17 them will forever completely release and discharge the Released Parties from the Vacation Pay  
18 Released Claims for the Vacation Pay Class Period.

19 58. Wage Statement Class. Upon entry of the Final Approval Order, and except as to  
20 such rights or claims as may be created by this Settlement Agreement, the Wage Statement Class  
21 Members (except for those who submit a timely and valid Request for Exclusion) and each of  
22 them will forever completely release and discharge the Released Parties from the Wage  
23 Statement Released Claims for the Wage Statement Class Period.

24 59. Each Settlement Class Member will be deemed to have made the foregoing  
25 Release as if by manually signing it.

26 60. Class Representative, on behalf of himself and the Settlement Class,  
27 acknowledges and agrees that the claims for unpaid wages in the Action, and untimely payment  
28 of wages in the Action, are disputed, and that the payments set forth herein constitute payment of

1 all sums allegedly due to them. Class Representative, on behalf of himself and the Settlement  
2 Class, acknowledges and agrees that California Labor Code Section 206.5 is not applicable to the  
3 Parties hereto. That section provides in pertinent part as follows:

4           An employer shall not require the execution of any release of any  
5           claim or right on account of wages due, or to become due, or made  
6           as an advance on wages to be earned, unless payment of those  
          wages has been made.

7 **E.   PAGA Release by Plaintiff, In His Individual Capacity and on Behalf of the State of**  
8 **California, and General Release by Class Representative**

9           61.    On the date that the Court issues a Final Approval Order, Plaintiff, in his  
10 individual capacity suing and on behalf of the State of California and the Labor and Workforce  
11 Development Agency will forever completely release and discharge the Released Parties from  
12 the PAGA Released Claims.

13           62.    It is the intent of the Parties that the Final Approval Order entered by the Court  
14 shall have full equitable and collateral estoppel and res judicata effect to the fullest extent  
15 permitted by law.

16           63.    Separate and apart from Plaintiff's Release of PAGA Claims, Plaintiff has entered  
17 into a separate individual settlement agreement for Plaintiff's separate individual claims not  
18 included in this Action (*i.e.*, the *Foster* Settled Claims, as Plaintiff opted out of the *Foster*  
19 settlement), and in recognition for Plaintiff waiving a service award as part of this Settlement  
20 while giving up a full release of any known and unknown claims in the separate individual  
21 settlement agreement. As part of the separate individual settlement agreement, Plaintiff will  
22 completely release and discharge the Released Parties from any and all charges, complaints,  
23 claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of  
24 action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory  
25 penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and  
26 costs) of any nature whatsoever, from the beginning of time through the execution of this  
27 Agreement, whether known or unknown, suspected or unsuspected, including but not limited to  
28 all claims arising out of, based upon, or relating to Class Representative's employment with

1 Defendant or the remuneration for or termination of such employment (collectively, the  
2 “Plaintiff’s Individual Claims”).

3 64. Plaintiff shall also expressly waive and relinquish all rights and benefits afforded  
4 by Section 1542 of the Civil Code of the State of California and does so understanding and  
5 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code  
6 of the State of California states:

7 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
8 THAT THE CREDITOR OR RELEASING PARTY DOES NOT  
9 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
10 THE TIME OF EXECUTING THE RELEASE AND THAT, IF  
11 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR  
OR RELEASED PARTY.

12 **F. Interim Stay of Proceedings**

13 65. Pending completion of all of the prerequisites necessary to effectuate this  
14 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action  
15 except such as are necessary to effectuate the Settlement.

16 **G. Notice Process**

17 66. Appointment of Settlement Administrator. The Parties have agreed to the  
18 appointment of the Settlement Administrator to perform the duties of a settlement administrator,  
19 including mailing the Notice Packet, using standard devices to obtain forwarding addresses,  
20 independently reviewing and verifying documentation associated with any claims or requests for  
21 exclusion, resolving any disputes regarding the calculation or application of the formula for  
22 determining the Individual Settlement Amounts, drafting and mailing the settlement checks to  
23 Participating Class Members, issuing all necessary tax forms, and performing such other tasks as  
24 set forth herein or as the Parties mutually agree or that the Court orders.

25 67. Disputes Regarding Settlement Administration. Any and all disputes relating to  
26 administration of the Settlement by the Settlement Administrator (except for disputes regarding  
27 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction  
28 over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendant notify

1 the Court that all payments and obligations contemplated by this Agreement have been fully  
2 carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good  
3 faith to resolve the dispute without the necessity of Court intervention. The Settlement  
4 Administrator shall also be responsible for issuing to Plaintiff, Settlement Class Members, and  
5 Class Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this  
6 Agreement.

7 68. Class Data. Within ten (10) days after entry of the Preliminary Approval Order,  
8 Defendant shall provide to the Settlement Administrator with the Class Data. The Settlement  
9 Administrator will run a check of the Class Members' addresses against those on file with the  
10 U.S. Postal Service's National Change of Address List. The Class Data provided to the  
11 Settlement Administrator will remain confidential and will not be used or disclosed to anyone,  
12 except as required by applicable tax authorities, pursuant to Defendant's express written consent,  
13 or by order of the Court.

14 69. Notice Packet. The Notice Packet, as approved by the Court, shall be sent by the  
15 Settlement Administrator to the Settlement Class Members, by first class mail, in English and  
16 Spanish, within ten (10) calendar days following the Settlement Administrator's receipt of the  
17 Class Data. For all Settlement Class Members, the Notice Packet will include the Notice, a  
18 Request for Exclusion Form, an Objection Form, and a Dispute Form, substantially in the forms  
19 attached hereto as Exhibits A, B, C and D (respectively), as may be modified by the Court. The  
20 Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding  
21 addresses of Settlement Class Members if any envelopes are returned.

22 70. Returned Notice Packets. The Settlement Administrator will take steps to ensure  
23 that the Notice Packet is received by all Settlement Class Members, including utilization of the  
24 National Change of Address Database maintained by the United States Postal Service to review  
25 the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class  
26 Member for whom an updated address is located within ten (10) calendar days following both  
27 the Settlement Administrator learning of the failed mailing and its receipt of the updated address.  
28 The Notice Packet shall be identical to the original Notice Packet, except that it shall notify the

1 Class Member that the exclusion (opt-out) request or objection must be returned by the later of  
2 the Notice Response Deadline or fifteen (15) days after the remailing of the Notice Packet.

3 71. Presumption Regarding Receipt of Notice Packet. It will be conclusively  
4 presumed that if an envelope has not been returned by the Notice Response Deadline that the  
5 Settlement Class Member received the Notice Packet.

6 72. Disputes Regarding Class Data. Class Members are deemed to participate in the  
7 Settlement, unless they submit a Request for Exclusion. The Notice will inform Class Members  
8 of his/her estimated Individual Settlement Amount and the Workweeks credited in the Wage  
9 Statement Class. Members that are excluded from the Vacation Pay Class may dispute their  
10 exclusion by timely submitting evidence to the Settlement Administrator showing that they had  
11 accrued but unused vacation upon their separation of employment during the Vacation Pay Class  
12 Period. Wage Statement Class Members may dispute their credited Workweeks if they feel they  
13 worked more Workweeks than Defendant's records show by timely submitting the Dispute Form  
14 with any evidence to the Settlement Administrator. Defendant's records will be presumed  
15 determinative absent reliable evidence to rebut Defendant's records, but the Settlement  
16 Administrator will evaluate the evidence submitted by the Class Member and provide the  
17 evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good  
18 faith about the evidence to determine the Class Member's credits and estimated Individual  
19 Settlement Amount. If Class Counsel and Defense Counsel are unable to agree, they agree to  
20 submit the dispute to the Court to render a final decision. Class Members will have until the  
21 Notice Response Deadline to dispute, object or opt out, unless extended by the Court.

22 73. Declaration by Settlement Administrator. The Settlement Administrator shall  
23 provide counsel for the Parties in preparation for the Preliminary Approval hearing, as required  
24 by the Court's Case Management Order. After the Preliminary Approval Date, the Settlement  
25 Administrator will provide an additional declaration of due diligence at least twenty-five (25)  
26 days prior to the final approval hearing, as required by the Case Management Order and any  
27 other order issued by the Court. The Settlement Administrator shall also provide a final  
28 declaration of accounting and disbursements as may be requested by the Court and/or Parties.

1           74.     Settlement Class Members' Rights. Each Settlement Class Member will be fully  
2 advised of the Settlement, the ability to object to the settlement, and the ability to request  
3 exclusion from the Settlement. The Notice Packet will inform the Settlement Class Members of  
4 the Court-established deadlines for filing objections or requesting exclusion from the Settlement  
5 in accordance with the following guidelines:

6                     (a)     Requests for Exclusion from Settlement Class. Any Settlement Class  
7 Member, other than Plaintiff, may request to be excluded from the Settlement Class by  
8 completing the Request for Exclusion Form provided within the Notice Packet. The Request for  
9 Exclusion Form must be mailed to the Settlement Administrator and postmarked on or before the  
10 Notice Response Deadline in order to be timely, unless the Parties otherwise agree in writing.  
11 Any such Request must be made in accordance with the terms set forth in the Notice Packet.  
12 The Settlement Administrator shall attach each Request for Exclusion to its declaration of due  
13 diligence and file with the Court prior to the Final Approval Hearing. Any Settlement Class  
14 Member who timely requests exclusion in compliance with these requirements: (i) will not have  
15 any rights under this Agreement, including the right to object, appeal or comment on the  
16 Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will  
17 not be bound by this Agreement, or the Judgment. Any Settlement Class Member who requests  
18 timely exclusion will still receive a share of PAGA Penalties. Further, upon the Court's final  
19 approval, the State of California will be deemed to have waived its rights to any and all PAGA  
20 claims based on the Labor Code sections alleged to have been violated in the Complaint or any  
21 amended complaints.

22                     (b)     Binding Effect on Final Settlement Class Members. Except for those  
23 Settlement Class Members who exclude themselves in compliance with the procedures set forth  
24 above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for  
25 all purposes under this Agreement; (ii) will be bound by the terms and conditions of this  
26 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise  
27 provided herein, will be deemed to have waived all objections and oppositions to the fairness,  
28 reasonableness, and adequacy of the Settlement.

1 (c) Objections to Settlement. Any Settlement Class Member, other than  
2 Plaintiff, who does not submit a valid and timely Request for Exclusion may object to the terms  
3 of this Agreement by completing the Objection Form provided within the Notice Packet. Any  
4 Settlement Class Member that intends to object must mail the Objection Form to the Settlement  
5 Administrator and be postmarked on or before the Notice Response Deadline in order to be  
6 timely, unless the Parties otherwise agree in writing. Additionally, any objection must be made  
7 in accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall  
8 provide any objections to Class Counsel and Defense Counsel within three (3) days of receipt,  
9 and the Settlement Administrator shall attach the same to its declaration of due diligence and file  
10 with the Court prior to the Final Approval Hearing. Any Participating Class Member who files  
11 an objection remains eligible to receive monetary compensation from the Settlement. Plaintiff  
12 and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class  
13 Member and/or his or her counsel related to any objections to the Settlement. Submitting an  
14 objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is  
15 preserved by becoming a party of record by timely and properly intervening or filing a motion to  
16 vacate the judgment under Code of Civil Procedure § 663.

17 (d) Failure to Intervene. Any Settlement Class Member who does not timely  
18 and properly become a party of record by intervening or filing a motion to vacate the judgment  
19 waives any and all rights to appeal from the Judgment, including all rights to any post-judgment  
20 proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial,  
21 a motion under California Code of Civil Procedure section 473, and extraordinary writs.

22 (e) Responses to Objections. Counsel for the Parties may file a response to  
23 any objections submitted by Objecting Settlement Class Members at least five (5) court days  
24 before the date of the Final Approval Hearing.

25 75. Settlement Class Members will have until the Notice Response Deadline to object  
26 or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement  
27 Administrator shall disclose jointly to Class Counsel and Defense Counsel what objections or  
28 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class

Counsel or Defense Counsel.

76. Funding of the Settlement Amount. Defendant shall wire the Settlement Amount to the Settlement Administrator within thirty (30) days of the Effective Date. Defendant shall also fund its share of payroll taxes, as directed by the Settlement Administrator.

77. Distribution of Funds. No later than ten (10) calendar days after the wiring of the Settlement Amount, the Settlement Administrator will mail the payments to the Participating Class Members and Aggrieved Employees, the payment for the attorneys' fees and costs to Class Counsel, the payment to the LWDA for PAGA penalties, and will pay itself the Settlement Administration Costs.

78. Deadline for Cashing Settlement Checks. Participating Class Members and Aggrieved Employees shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If any Participating Class Member's or Aggrieved Employee's check is not cashed within 180 days of the payment, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller in the name of the Class Member and/or Aggrieved Employee. The release will be binding upon all Participating Class Members who do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing the final payment to the Participating Class Member or Aggrieved Employee, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated

1 prior to the stop payment order, the Settlement Administrator will issue a replacement check.

2 **H. Duties of the Parties Prior to the Court's Approval**

3 79. Promptly after execution of this Agreement, Plaintiff will move to have the  
4 Second Amended Complaint filed and move the Court for Preliminary Approval of this  
5 Settlement and entry of the Preliminary Approval Order accomplishing the following:

6 (a) Scheduling the Final Approval Hearing on the issue of whether this  
7 Settlement should be finally approved as fair, reasonable and adequate as to the Class Members  
8 and a hearing on fees, costs and the Service Payment;

9 (b) Approving as to form and content the proposed Notice Packet;

10 (c) Directing the mailing of the Notice Packet by first class mail to the  
11 Settlement Class Members;

12 (d) Preliminarily approving this Settlement; and

13 (e) Preliminarily certifying the class for purposes of this Settlement.

14 **I. Duties of the Parties Following Court's Final Approval**

15 80. In connection with the Final Approval Hearing provided for in this Settlement  
16 Agreement, Class Counsel shall submit a proposed Final Approval Order:

17 (a) Approving the Settlement, adjudging the terms thereof to be fair,  
18 reasonable and adequate, and directing consummation of its terms and provisions;

19 (b) Approving Class Counsel's application for an award of attorneys' fees and  
20 reimbursement of litigation costs and expenses, and the payment to the Settlement Administrator  
21 for costs of administering the settlement; and

22 (c) Entering judgment approving settlement.

23 **J. Voiding the Agreement**

24 81. If the Court fails or refuses to issue the Final Approval Order or fails to approve  
25 any material condition of this Agreement which effects a fundamental change of the Settlement,  
26 the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the  
27 option of either Party.

28 82. If 5% or more of the Settlement Class Members Request Exclusion from the

1 Settlement, Defendant may, at its election, rescind the Settlement and all actions taken in its  
2 furtherance of it will be thereby null and void. Defendants must exercise this right of rescission,  
3 in writing, to Class Counsel, within 10 calendar days after the Settlement Administrator notifies  
4 the Parties of the total number of Settlement Class Members who have Requested Exclusion. If  
5 the option to rescind is exercised, then Defendant shall be solely responsible for all costs of the  
6 claims administration accrued to that point.

7 83. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will  
8 have no further obligations under the Settlement, including any obligation by Defendant to pay  
9 the Settlement Amount, or any amounts that otherwise would have been owed under this  
10 Settlement.

11 84. If the Settlement is voided or fails for any reason, any costs incurred by the  
12 Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise  
13 specified in this Agreement.

14 **K. Other Terms**

15 85. Waiver. The waiver by one Party of any breach of this Agreement by another  
16 Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

17 86. Parties' Authority. The signatories hereto represent that they are fully authorized  
18 to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

19 87. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to  
20 accomplish the terms of this Agreement, including but not limited to, execution of such  
21 documents and to take such other action as may reasonably be necessary to implement the terms  
22 of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts  
23 contemplated by this Agreement and any other efforts that may become necessary by order of the  
24 Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as  
25 practicable after execution of this Agreement, Class Counsel shall, with the assistance and  
26 cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's  
27 preliminary and final approval of the settlement, and the final entry of judgment.  
28

1           88.    No Prior Assignments. The Parties hereto represent, covenant, and warrant that  
2 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,  
3 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,  
4 cause of action or rights released and discharged by this Agreement.

5           89.    No Admission. Defendant denies any and all liability to Plaintiff and/or any  
6 Settlement Class Member in this Action, as to any and all causes of action that were asserted or  
7 that might have been asserted in this Action. Nonetheless, Defendant wishes to settle and  
8 compromise the matters at issue in the Complaint to avoid further substantial expense and the  
9 inconvenience and distraction of protracted and burdensome litigation. Defendant also have  
10 taken into account the uncertainty and risks inherent in litigation, and without conceding any  
11 infirmity in the defenses that it has asserted or could assert against Plaintiff, have determined that  
12 it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms  
13 and conditions set forth in this Agreement.

14           90.    Inadmissibility of Agreement. Whether or not the Court issues the Final Approval  
15 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or  
16 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of  
17 Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this  
18 Agreement with the intention of avoiding further disputes and litigation with the attendant  
19 inconvenience and expenses. This Agreement is a settlement document, and it, along with all  
20 related documents such as the notices, and motions for preliminary and final approval, shall,  
21 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be  
22 inadmissible in evidence in any proceeding, except an action or proceeding to approve the  
23 settlement, and/or interpret or enforce this Agreement, including the releases obtained herein.  
24 The stipulation for class certification as part of this Agreement is for settlement purposes only  
25 and if, for any reason the settlement is not approved, the stipulation will be of no force or effect.

26           91.    Notices. Unless otherwise specifically provided herein, all notices, demands or  
27 other communications given hereunder shall be in writing and shall be deemed to have been duly  
28

1 given as of the third business day after mailing by United States registered or certified mail,  
2 return receipt requested, addressed:

3 *To the Settlement Class:*

4 Brian Mankin  
5 Lauby Mankin Lauby LLP  
6 4590 Allstate Drive  
7 Riverside, CA 92501  
8 Tel: (951) 320-1444 | Fax: (951) 320-1445  
9 brian@lmlfirm.com

10 *To Defendant:*

11 Jeffrey A. Dinkin  
12 jdinkin@stradlinglaw.com  
13 Jared W. Speier  
14 jspeier@stradlinglaw.com  
15 STRADLING YOCCA CARLSON & RAUTH, P.C.  
16 800 Anacapa Street, Suite A  
17 Santa Barbara, CA 93101  
18 Tel: (805) 730-6800 | Fax: (805) 730-6801

19 92. Construction. The Parties hereto agree that the terms and conditions of this  
20 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and  
21 that this Agreement shall not be construed in favor of or against any Party by reason of the extent  
22 to which any Party or her or its counsel participated in the drafting of this Settlement Agreement.  
23 Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that  
24 ambiguities should be construed against the drafter of an agreement and further agree, covenant,  
25 and represent that the language in all parts of this Agreement shall be in all cases construed as a  
26 whole, according to its fair meaning.

27 93. Captions and Interpretations. Paragraph titles or captions contained herein are  
28 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or  
describe the scope of this Agreement or any provision hereof. Each term of this Agreement is  
contractual and not merely a recital.

1           94.    Modification. This Agreement may not be changed, altered, or modified, except  
2 in writing and signed by the Parties hereto, and approved by the Court. This Settlement  
3 Agreement may not be discharged except by performance in accordance with its terms or by a  
4 writing signed by all of the Parties hereto.

5           95.    Dispute Resolution. Prior to instituting legal action to enforce the provisions of  
6 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall  
7 provide written notice to the other Party and allow an opportunity to cure the alleged  
8 deficiencies, and Plaintiff and Defendant may agree to seek the help of the mediator to resolve  
9 any dispute they are unable to resolve informally. During this period, the Parties shall bear their  
10 own attorneys' fees and costs. This provision shall not apply to any legal action or other  
11 proceeding instituted by any person or entity other than Plaintiff or Defendant.

12           96.    Choice of Law. This Settlement Agreement shall be governed by and construed,  
13 enforced and administered in accordance with the laws of the State of California, without regard  
14 to its conflicts-of-law rules.

15           97.    Integration Clause. This Settlement Agreement contains the entire agreement  
16 between the Parties relating to the settlement and transaction contemplated hereby, and all prior  
17 or contemporaneous agreements, understandings, representations, and statements, whether oral  
18 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights  
19 hereunder may be waived except in writing.

20           98.    Binding On Assigns. This Agreement shall be binding upon and inure to the  
21 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,  
22 successors and assigns.

23           99.    Signatures of All Class Members Unnecessary to be Binding. It is agreed that,  
24 because the members of the Settlement Class are numerous, it is impossible or impractical to  
25 have each Class Member execute this Agreement. The Notice Packet will advise all Settlement  
26 Class Members of the binding nature of the release provided herein and such shall have the same  
27 force and effect as if this Agreement were executed by each Settlement Class Member.  
28

1           100. Counterparts. This Agreement may be executed in counterparts, and when each  
2 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an  
3 original, and, when taken together with other signed counterparts, shall constitute one fully-  
4 signed Agreement, which shall be binding upon and effective as to all Parties. Electronic  
5 signatures shall have the same force and effect as an original.

6  
7 Dated: April 9, 2022

**CLASS REPRESENTATIVE:**



Joe Albert Guzman (Apr 9, 2022 13:43 PDT)

Joe Guzman

10  
11 Dated: April 11, 2022

**CLASS COUNSEL:**

LAUBY MANKIN LAUBY LLP



Brian J. Mankin

Attorneys for Plaintiff

15  
16 Dated: April \_\_\_, 2022

**DEFENDANT:**

18  
19 \_\_\_\_\_  
Deckers Outdoor Corporation

By: \_\_\_\_\_

20  
21 Dated: April \_\_\_, 2022

**DEFENSE COUNSEL:**

STRADLING YOCCA CARLSON & RAUTH, P.C.

23  
24 \_\_\_\_\_  
Jeffrey Dinkin, Esq.

Attorneys for Defendant

25  
26  
27  
28  
END OF DOCUMENT

1        100. Counterparts. This Agreement may be executed in counterparts, and when each  
2 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an  
3 original, and, when taken together with other signed counterparts, shall constitute one fully-  
4 signed Agreement, which shall be binding upon and effective as to all Parties. Electronic  
5 signatures shall have the same force and effect as an original.

6  
7 Dated: April \_\_, 2022

**CLASS REPRESENTATIVE:**

8  
9  
10 \_\_\_\_\_  
Joe Guzman

11 Dated: April \_\_, 2022

**CLASS COUNSEL:**  
LAUBY MANKIN LAUBY LLP

12  
13  
14 \_\_\_\_\_  
Brian J. Mankin  
Attorneys for Plaintiff

15 Dated: April 11, 2022

**DEFENDANT:**

17 Thomas Garcia  
18 Thomas Garcia (Apr 11, 2022 14:05 PDT)  
19 \_\_\_\_\_  
Deckers Outdoor Corporation  
By: Thomas Garcia  
20 \_\_\_\_\_  
CAO

21 Dated: April 11, 2022

**DEFENSE COUNSEL:**  
STRADLING YOCCA CARLSON & RAUTH, P.C.

22 Jeffrey Dinkin  
23 \_\_\_\_\_  
Jeffrey Dinkin, Esq.  
24 Attorneys for Defendant

25  
26  
27  
28  
END OF DOCUMENT

EXHIBIT “B”

Brian J. Mankin, Esq. [CSB No. 216228]  
brian@lmlfirm.com  
Peter J. Carlson, Esq. [CSB No. 295611]  
peter@lmlfirm.com  
LAUBY, MANKIN & LAUBY LLP  
4590 Allstate Drive  
Riverside, CA 92501  
Tel: (951) 320-1444 | Fax: (951) 320-1445

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

MAY 10 2022

*L. Howell*

Attorneys for Plaintiff Joe Guzman and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE 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  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL AND:

- (1) CONDITIONALLY CERTIFYING  
THE CLASS FOR SETTLEMENT  
PURPOSES ONLY;
- (2) ORDERING THE DISTRIBUTION  
OF THE NOTICE PACKET TO  
THE CLASS; AND
- (3) SETTING A FINAL FAIRNESS  
HEARING FOR FINAL APPROVAL  
OF THE SETTLEMENT

Complaint Filed: February 10, 2021

1 Having considered the Class Action Settlement Agreement and Release of Claims  
2 (“Settlement Agreement”), the Memorandum of Points and Authorities in Support of the Motion  
3 for Preliminary Approval of Class Action Settlement, all documents and legal authorities in  
4 support thereof, and for good cause appearing therefor, IT IS HEREBY ORDERED:

5 1. The class is conditionally certified for settlement purposes only and includes two  
6 classes of similarly situated individuals who are employed or have been employed by Defendant  
7 Deckers Outdoor Corporation in the State of California, with each Class defined as follows:

8 **Wage Statement Class:** all current and former nonexempt (i.e., eligible for  
9 overtime pay) employees (excluding retail employees) employed by Defendant in  
10 California at any time during the period of February 10, 2020, through November  
11 23, 2021 (the “Wage Statement Class Period”).

12 **Vacation Pay Class:** all nonexempt (i.e., eligible for overtime pay) employees  
13 (excluding retail employees) who separated from employment with Defendant in  
14 California at any time during the period of February 10, 2017, through November  
15 23, 2021 and who had accrued but unused vacation upon their separation of  
16 employment (the “Vacation Pay Class Period”).

17 2. Under the Settlement, \$100,000 of the Settlement Amount will be allocated to  
18 PAGA Penalties to pay to the Labor and Workforce Development Agency (“LWDA”) in  
19 connection with the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab.  
20 Code §§ 2698, *et seq.*, “PAGA”), as well as the individual PAGA payment allocated to each  
21 Aggrieved Employee. Of this amount, \$75,000 (75%) will be paid to the California Labor  
22 Workforce Development Agency (“LWDA”) in satisfaction of the claims for penalties under  
23 PAGA, and the remaining \$25,000 (25%) will be paid to Aggrieved Employees on a pro rata  
24 basis as defined in the Settlement Agreement. “Aggrieved Employees” means Plaintiff, along  
25 with all Wage Statement Class Members and Vacation Pay Class Members who were employed  
26 by Defendant in the State of California at any time during the period of February 10, 2020,  
27 through November 23, 2021 (“PAGA Period”). Any Settlement Class Member who requests  
28 timely exclusion will still receive a share of PAGA Penalties;

1           3.       The Court has determined that sufficient evidence has been presented to grant  
2 preliminary approval of the Settlement Agreement, as the terms appear to be presumptively  
3 valid, proper and fall within the range of a fair, reasonable, and adequate settlement, subject to a  
4 final determination at the Final Approval Hearing;

5           4.       Plaintiff Joe Guzman is appointed as the class representative for settlement  
6 purposes only. Brian Mankin and Peter Carlson of Lauby Mankin Lauby LLP are appointed as  
7 Class Counsel;

8           5.       The Court approves, as to form and content, the Notice of Settlement of Class  
9 Action, as well as the Exclusion Form, the Objection Form and the Dispute Form (attached  
10 hereto as Exhibits A – D, respectively) that the class members may use. The Court further finds  
11 the Class Notice, Exclusion Form, Objection Form and Dispute Form fairly apprise the  
12 Settlement Class Members of the terms of the proposed settlement and of their options in  
13 connection with the settlement;

14          6.       Settlement Class Members who wish to request exclusion or object to the  
15 Settlement via the Exclusion Form and/or Objection Form are directed to mail the appropriate  
16 form above to the Settlement Administrator (and not to the Court) within the time periods set  
17 forth in the Class Notice;

18          7.       Phoenix Class Action Administrators is approved to act as the Settlement  
19 Administrator, and is directed to fulfill all of the duties and services set forth in the Settlement  
20 Agreement, including but not limited to paragraphs 66 through 78. The Settlement  
21 Administrator shall file a declaration concurrently with the Motion for Final Approval,  
22 authenticating a copy of every Objection Form and Exclusion Form received by the Settlement  
23 Administrator. Furthermore, in the event of a continuance of the hearing of the motion for final  
24 approval, the Settlement Administrator must give notice of such continuance to any objecting  
25 party;

26          8.       The Settlement Administrator is directed to mail the Notice, Request for  
27 Exclusion Form, and Objection Form by first class mail to the Settlement Class Members in  
28 English and Spanish in accordance with the Settlement Agreement and schedule set forth below;

1           9.       The Court finds that the deadlines and method set forth in the Settlement  
2 Agreement for the mailing of the Notice and related forms described herein meet the  
3 requirements of due process, provide the best notice practicable under the circumstances,  
4 constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the  
5 requirements of California law;

6           10.       The Settlement Agreement shall be kept by the Court for review by Settlement  
7 Class Members;

8           11.       The following dates shall govern for purposes of this settlement:

|                                                                                              |                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9 May 9, 2022                                                                                | Preliminary Approval (PA) hearing                                                                                                                                                 |
| 10 May 30, 2022<br>11 (20 days after PA)                                                     | Deadline for Settlement Administrator to complete<br>12 first mailing of the Notice Packet to all Settlement<br>13 Class Members.                                                 |
| 14 July 14, 2022<br>15 (45 days after mailing Class Notice)                                  | Deadline for Settlement Class Members to submit<br>16 Requests for Exclusion and Objections to the<br>17 settlement.                                                              |
| 18 16 court days before Final Approval<br>19 hearing                                         | Deadline for Plaintiff to file and serve Motion for<br>20 Final Approval of Settlement and application for<br>21 award of attorneys' fees, costs and service<br>22 payments.      |
| 23 9 court days before Final Approval<br>24 hearing                                          | Deadline for filing of any written opposition to<br>25 Plaintiff's Motion for Final Approval of<br>26 Settlement, or filing any response to an objection<br>27 to the settlement. |
| 28 5 court days before final approval<br>hearing                                             | Deadline for filing of any written reply to<br>opposition Motion for Final Approval of<br>Settlement.                                                                             |
| TBD (Approximately September 6,<br>2022 - 120 days after Preliminary<br>Approval is granted) | Final Approval Hearing.                                                                                                                                                           |
| 40 days after Effective Date                                                                 | Settlement Administrator to issue checks                                                                                                                                          |

12.       A final approval hearing shall be held in this Court on September 6, 2022 at 8:30  
a.m. (or \_\_\_\_\_ at \_\_\_\_\_ am/pm) to determine (1) whether  
the proposed settlement is fair, reasonable, and adequate and should be finally approved by the  
Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount

1 of the administration costs to the Settlement Administrator;

2 13. Upon final approval, except for those Settlement Class Members who exclude  
3 themselves in compliance with the procedures set forth above, all Settlement Class Members  
4 will: (i) be deemed to be Participating Class Members for all purposes under this Agreement; (ii)  
5 will be bound by the terms and conditions of this Agreement, the Judgment, and the releases set  
6 forth therein; and (iii) except as otherwise provided herein, will be deemed to have waived all  
7 objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement;

8 14. Neither this Order, the Settlement Agreement, nor any document referred to  
9 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement  
10 may be construed as, or may be used as an admission by or against Defendant or any of the other  
11 Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing  
12 or liability whatsoever;

13 15. The Court may, for good cause shown, extend any of the deadlines set forth in  
14 this Order. If any Settlement Class Member submits an objection to the settlement and the Final  
15 Approval Hearing is continued, either Class Counsel or the Settlement Administrator are directed  
16 to give notice of the new hearing date to the objecting party; and

17 16. In the event that the Settlement Agreement does not receive final approval or the  
18 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and  
19 shall be vacated.

20  
21 Date:

May 10, 2022

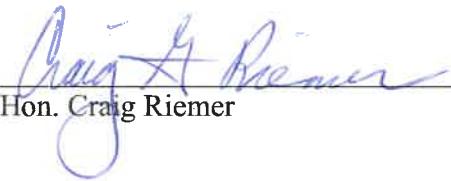
  
\_\_\_\_\_  
Hon. Craig Riemer

EXHIBIT "A"

## NOTICE OF SETTLEMENT OF CLASS ACTION

### Joe Guzman v. Deckers Outdoor Corporation

Superior Court of the State of California, County of Riverside  
Case No. CVRI2100707

**To:** All persons employed by Deckers Outdoor Corporation in the State of California, and who are members of the Wage Statement Class and/or the Vacation Pay Class (the “Class,” as further defined in Section I):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on DATE, 2022, to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

#### **[IDENTIFYING INFORMATION]**

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement you are estimated to receive approximately INSERT AMOUNT as your share of the Net Settlement Amount should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based in part on the number of Weeks you were employed by Deckers Outdoor Corporation (“Deckers” or “Defendant”) in California in the Wage Statement Class and/or whether you are included in the Vacation Pay Class, as discussed in more detail in Section V. Your eligibility requirements for receiving payments are described below.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VII FOR MORE DETAILS) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT</b>                                  | If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the claims described below.                                                                                                                                                                                                                                                  |
| <b>EXCLUDE YOURSELF</b>                                                             | You may “opt-out” of this case including any right to a settlement payment. If you choose to opt-out, you must complete and return the enclosed Request for Exclusion Form by <u>INSERT DEADLINE</u> (see Section VII). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will not release the class claims described in Section V. You still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) to the extent you are an Aggrieved Employee. |
| <b>OBJECT</b>                                                                       | Write to the Settlement Administrator about why you do not like the Settlement by completing and submitting the enclosed Objection Form by <u>INSERT DEADLINE</u> (see Section VII). This form should not be used to dispute the number of Share Points.                                                                                                                                                                                                                                                                                                                                      |
| <b>DISPUTE THE NUMBER OF WEEKS WORKED</b>                                           | If you believe the number of workweeks that you were credited with working in the Wage Statement Class is incorrect, you may submit the enclosed Dispute Form with any supporting evidence to the Settlement Administrator. Also, if you were not included in the Vacation Pay Class and feel that you should have been included, you may submit the enclosed Dispute Form with supporting evidence. Please see Section V for more details on how to submit a Dispute Form.                                                                                                                   |

#### **I. Who is in the Class and covered by the proposed Settlement?**

The “Class” includes all persons employed by Deckers in the State of California, and who are members of the Wage Statement Class and/or the Vacation Pay Class.

- Wage Statement Class:** includes all current and former nonexempt (meaning you were eligible for overtime pay) employees (excluding retail employees) employed by Deckers in California at any time between February 10, 2020, and November 23, 2021 (the “Wage Statement Class Period”).
- Vacation Pay Class:** includes all nonexempt (meaning you were eligible for overtime pay) employees (excluding retail employees) who separated from employment with Deckers in California at any time from February 10, 2017, through November 23, 2021 (the “Vacation Pay Class Period”) and who had *accrued but unused* vacation upon their separation of employment.

If you are a member of the Wage Statement Class and/or Vacation Pay Class and worked for Defendant during the periods noted above, you are a Settlement Class Member unless you exclude (“opt out”) yourself from the Class by following the procedures that are set forth in this Notice. Settlement Class Members are eligible to receive a settlement payment and will be bound by the Settlement if it is approved by the Court. Persons who exclude themselves from the Class will not be bound by the Settlement and will not receive a settlement payment.

## II. Why should I read this Notice?

You are a member of the Class. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. A more detailed Settlement Agreement contains the complete terms of the Settlement and is on file with the Court, where it is available for your review (see Section XI).

## III. What is this lawsuit about?

On February 10, 2021, Plaintiff and Class Representative Joe Guzman, through his attorneys ("Class Counsel"), filed a class action and representative action under the Private Attorneys General Act of 2004 (the "PAGA") against Defendant for wage and hour violations on behalf of all members of the Wage Statement Class and Vacation Pay Class (the "Lawsuit"). As to the Wage Statement Class, the Lawsuit alleges that Defendant failed to properly display necessary information on employee wage statements. As for the Vacation Pay Class, the Lawsuit alleges that Defendant failed to properly calculate and pay vacation wages at the time of termination.

Defendant contends that it has complied with all laws and denies the allegations Plaintiff is asserting in this Lawsuit. Defendant further denies that it owes Class Members any wages, expenses, penalties, or other damages. Accordingly, this Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiff's claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. However, to avoid additional expense, inconvenience, and risks of continued litigation, Plaintiff and Defendant have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After extensive data and documents were provided by Defendant and investigation by Class Counsel, the Settlement was reached following mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a reasonable resolution of the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

**If you are still employed by Defendant, this Settlement will not affect your status. California law strictly prohibits unlawful retaliation.** Further, Defendant will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

## IV. Who represents the Class and who are the attorneys representing the Parties?

The Court has designated Plaintiff to serve as the Class Representatives in this lawsuit. The attorneys that represent Plaintiff and the Class are as follows:

### **Attorneys for the Class Members:**

Brian Mankin, Esq.  
*brian@lmlfirm.com*  
Peter Carlson, Esq.  
*peter@lmlfirm.com*  
Lauby Mankin Lauby LLP  
4590 Allstate Drive  
Riverside, CA 92501  
Tel: (951) 320-1444

## V. What are the terms of the Settlement?

On [PA DATE], the Court granted preliminary approval of the Settlement. Class Members who do not opt out of the Settlement (the "Settlement Class"), pursuant to the procedures set forth in this Notice, will be mailed a settlement check, and in exchange, will be bound by the terms of the Settlement and release of certain wage and penalty claims against Defendant.

Without admitting any wrongdoing, Defendant has agreed to pay \$950,000 (the "Settlement Amount") in U.S. dollars to fully resolve all claims in the Lawsuit, attorneys' fees and costs, payments to the California Labor Workforce Development Agency ("LWDA"), and Settlement Administration Costs.

The Parties agreed to the following payments from the Settlement Amount:

**Settlement Administration Costs.** The Court has approved Phoenix Class Action Administrators to act as the "Settlement Administrator," who is sending this Notice Packet to you and will perform many other duties relating to the Settlement. Under the Settlement, \$8,500 will be paid from the Settlement Amount to pay the Settlement Administration Costs.

**Penalties to the California Labor Workforce and Development Agency.** The Labor Code Private Attorneys General Act (PAGA) authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other Aggrieved Employees and the State of California for alleged Labor Code violations. Under the Settlement, \$100,000 of the Settlement Amount will be allocated to PAGA Penalties. Of this amount, \$75,000 (75%) will be paid to the California Labor Workforce Development Agency ("LWDA") in satisfaction of the claims for penalties under PAGA, and the remaining \$25,000 (25%) will be paid to Aggrieved Employees based on the number of weeks worked during the period of February 10, 2020, and November 23, 2021 ("PAGA Period"), even those who opt-out (i.e., Request Exclusion) or object. Aggrieved Employees includes all Wage Statement Class Members and those Vacation Pay Class Members who were employed by Defendant in the State of California at any time during the PAGA Period.

**Attorneys' Fees and Expenses.** Class Counsel have been prosecuting the lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third (\$316,666.67) of the Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$15,000 for the costs Class Counsel incurred in connection with the lawsuit.

**Calculation of Individual Settlement Amounts to Class Members.** After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the Participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately \$\_\_\_\_\_. A Settlement Class Member's Individual Settlement Amount will be calculated as follows: (a) Vacation Pay Class Member will receive \$100.00 each from the Net Settlement Amount (the "Vacation Class Payments"); and (b) Wage Statement Class Member's estimated Individual Settlement Payment will be calculated using the following formula: The Net Settlement Amount will first be deducted by the Vacation Class Payments, and that figure will be divided by the total number of Weeks Worked by all Wage Statement Class Members, resulting in the "Workweek Value." Each Wage Statement Class Member's Individual Settlement Payment will be calculated by multiplying his or her total number of Weeks Worked during the Wage Statement Class Period by the Workweek Value.

Based on Defendant's records, your Individual Settlement Payment is estimated to be \$\_\_\_\_\_. This amount is calculated based on the following:

**Your Weeks Worked in the Wage Statement Class:** Defendant's records indicate that you are credited with \_\_\_\_\_ Weeks Worked in this class. As a result, you will receive a payment of \$\_\_\_\_\_ for this category.

**Your Participation in the Vacation Pay Class:** Do you fall within the definition of a Vacation Pay Class Member? ☐ Yes ☐ No. As a result, you will receive a payment of \$\_\_\_\_\_ for this category.

**Your Participation in the PAGA Settlement:** Do you fall within the definition of an Aggrieved Employee? ☐ Yes ☐ No. As a result, you will receive a payment of \$\_\_\_\_\_ for this category.

**Challenges to Weeks Worked and/or Participation in the Vacation Pay Class.** Defendant's records will be presumed to be determinative if there is a difference of opinion with respect to your Weeks Worked and Participation in the Vacation Pay Class. However, a Settlement Class Member may complete the attached "Dispute Form" and submit evidence to the Settlement Administrator on or before **INSERT DATE** with documentation to establish your position regarding Weeks Worked and/or Participation in the Vacation Pay Class. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will promptly evaluate the evidence submitted by the Settlement Class Member and discuss in good faith whether the information above should be modified. The Administrator or Court will make the final decision, and report the outcome to the employee.

**Timing of Payments to Class Members.** After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all Participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks.

**Allocation and Taxes.** Because the claims on behalf of the Wage Statement Class Members are for penalties only, the Individual Settlement Amounts paid to the Wage Statement Class will be treated 100% as penalties and interest (IRS 1099 reporting). The Individual Settlement Amounts paid to the Vacation Pay Class will be treated as one-third (33.333%) wages subject to withholding of all applicable local, state and federal taxes (IRS W2 reporting); and two-thirds (66.667%) as interest and as penalties from which no taxes will be withheld (IRS 1099 reporting). However, payments reported on IRS Form 1099 will be treated as income and Class Members will be solely responsible for the payment of any taxes associated with their Individual Settlement Amounts. Likewise, payments for PAGA Penalties to Aggrieved Employees will be treated entirely as civil penalties and reported as required on an IRS form 1099. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Amounts. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

**Release by the Wage Statement Class.** If the Court approves the Settlement, the Court will enter Judgment, and the Settlement Agreement will bind all of the participating Wage Statement Class Members. Specifically, after Final Approval by the Court, all participating Wage Statement Class Members hereby release and discharge Defendant, together with its officers, directors, employees, and agents (collectively, the "Released Parties") from the Wage Statement Released Claims. "Wage Statement Released Claims" by the Participating Wage Statement Class Members includes claims

for failure to provide accurate itemized wage statements in violation of Labor Code § 226 and §226.3 as alleged in the Second Amended Complaint, and all recoverable statutory penalties related thereto.

**Release by the Vacation Pay Class.** If the Court approves the Settlement, the Court will enter Judgment, and the Settlement Agreement will bind all of the participating Vacation Pay Class Members. Specifically, after Final Approval by the Court, all participating Vacation Pay Class Members hereby release and discharge, Defendant, together with its officers, directors, employees, and agents (collectively, the “Released Parties”) from the Vacation Pay Released Claims. “Vacation Pay Released Claims” by the Participating Vacation Pay Class Members includes all claims for damages and statutory penalties alleged in the Second Amended Complaint and those based upon the facts alleged therein, including claims premised upon the for (1) failure to pay vested vacation pursuant to Labor Code § 227.3, and (2) unfair and unlawful competition claims relating to the vested vacation claim.

**Waiver of Labor Code Section 206.5(e).** Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Amounts constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Amounts. That section provides in pertinent part as follows:

**“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”**

**PAGA Release.** If the Court approves the Settlement, Plaintiff, in his individual capacity and on behalf of the State of California and the Labor and Workforce Development Agency, will forever completely release and discharge the Released Parties from any PAGA claims that Plaintiff alleged against the Released Parties, on behalf of Aggrieved Employees and State of California, based on the facts stated in Plaintiff’s operative Second Amended Complaint and in Plaintiff’s LWDA notice letters, including: including: (A) as alleged on behalf of the State of California and Aggrieved Employees who are in the Vacation Pay Class, Plaintiff shall release all PAGA claims for (1) failure to pay vested vacation pursuant to Labor Code § 227.3, and (2) unfair and unlawful competition claims relating to the vested vacation claim; and (B) as alleged on behalf of the State of California and Aggrieved Employees in the Wage Statement Class, Plaintiff shall release all PAGA claims for failure to provide accurate itemized wage statements in violation of Labor Code § 226 and § 226.3. The time period governing the PAGA Released Claims shall be any time during the period of February 10, 2020, through November 23, 2021. The PAGA Released Claims do not release any Aggrieved Employee’s claim for wage or damages.

**Conditions of Settlement.** This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

## **VI. How do I receive a payment?**

You are automatically included as a Settlement Class Member to receive an Individual Settlement Amount, provided that you do not exercise your right to opt-out as explained below. You do not need to take any further action to receive a payment. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

## **VII. What are my rights and options?**

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive a Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below.
- B. **Exclude Yourself from the Settlement.** If you do not wish to take part in the Settlement, you may exclude yourself by completing, signing and mailing the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before **INSERT DATE**. Any person who files a timely Request for Exclusion from the Class Claims in the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments from the Net Settlement Amount; (3) will preserve the right to pursue the Released Claims subject to applicable statutes of limitations, and (4) will not be bound by this Settlement, or the Judgment. However, all Aggrieved Employees will receive their respective share of PAGA Penalties regardless of whether they file a Request for Exclusion as a Class Member.
- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, on the enclosed Objection Form and include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations), to the Settlement Administrator. The Objection Form and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed on the Objection Form, **postmarked** on or before **INSERT DATE**. If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

## **VIII. What is the effect of the settlement?**

**Released Rights and Claims.** The Settlement is intended to settle all claims against the Released Parties that were asserted or that could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by Defendant in California at any time during the periods discussed above and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and

to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue and the releases will not take effect.

**IX. When is the court hearing and what is it for?**

On INSERT FINAL APPROVAL HEARING DATE, the Court will hold a public hearing in Department 1 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service awards. This hearing may be continued or rescheduled by the Court without further notice to the Class. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

**X. Are there any other class action cases pending against Defendants in California with similar claims?**

There are no other pending class action cases involving the claims in this action. However, there is another pending class action case against Defendant entitled *Foster v. Deckers Outdoor Corporation*, which is pending in Santa Barbara County Superior Court, Case No. 20CV03699 (the "*Foster Case*"). The *Foster Case* includes claims for minimum and overtime wages, meal and rest breaks, and failure to timely pay wages each pay period and upon separation of employment. And the *Foster Case* received preliminary approval of a proposed class and representative PAGA settlement on November 23, 2021. You may or may not be a member of the proposed settlement in the *Foster Case*. You may want to consult with an attorney as to whether receiving a settlement in this action may impact your ability to receive a settlement or recovery in those actions.

**XI. Where can I get more information?**

If you have questions about this Notice, the enclosed Request for Exclusion Form, Objection Form, or Dispute Form, or the Settlement itself, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator for more information or to request that a copy of this Notice, the Request for Exclusion Form, Objection Form, and Dispute Form be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them – see Section III. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on DATE, 2022 and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVR12100707) where requested, and click "Search."

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANT FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.**

EXHIBIT "B"

# REQUEST FOR EXCLUSION FORM

**Joe Guzman v. Deckers Outdoor Corporation**

Superior Court of the State of California, County of Riverside

Case No. CVRI2100707

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

**DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)**

☐

**YES: STOP HERE – DO NOT RETURN THIS FORM. KEEP THIS FORM FOR YOUR RECORDS. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.**

☐

**NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.**

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**By signing and completing the below, I agree to the following:**

I do not want to participate in the settlement in *Guzman v. Deckers Outdoor Corporation* (Riverside Superior Court Case No. CVRI2100707). I understand by excluding myself from the settlement that I will not receive any money from the settlement.

Signed on \_\_\_\_\_, 2022

[NAME]

**MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:**

**INSERT SETTLEMENT ADMINISTRATOR ADDRESS**

EXHIBIT "C"

# OBJECTION FORM

**Joe Guzman v. Deckers Outdoor Corporation**

Superior Court of the State of California, County of Riverside  
Case No. CVRI2100707

Please verify and/or complete any missing identifying information:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

**DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)**

☐

**NO: STOP HERE -- DO NOT RETURN THIS FORM.**

☐

**YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM STATING THE REASONS WHY YOU OBJECT TO THE SETTLEMENT.**

**NOTE: If you disagree with the number of Work Weeks credited or your participation (or lack thereof) in the Vacation Pay Class, DO NOT OBJECT. Instead, submit the Dispute Form to the Settlement Administrator supporting your position.**

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the *Guzman v. Deckers Outdoor Corporation* Settlement on the following grounds (if additional space is necessary, please include additional sheets of paper):

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Signed on \_\_\_\_\_, 2022

\_\_\_\_\_  
[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT OBJECTION DEADLINE]:

[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]

EXHIBIT "D"

# DISPUTE FORM

**Joe Guzman v. Deckers Outdoor Corporation**

Superior Court of the State of California, County of Riverside  
Case No. CVRI2100707

Please verify and/or complete any missing identifying information:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

**DO YOU DISAGREE WITH THE NUMBER OF WORK WEEKS YOU WERE CREDITED OR BELIEVE YOU WERE INCORRECTLY EXCLUDED FROM THE VACATION PAY CLASS, AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?**

☐

**NO: STOP HERE -- DO NOT RETURN THIS FORM.**

☐

**YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM STATING THE REASONS WHY YOU BELIEVE (1) THAT YOU SHOULD BE CREDITED WITH ADDITIONAL WEEKS WORKED AND/OR (2) THAT YOU SHOULD BE INCLUDED AS PART OF THE VACATION PAY CLASS. PLEASE MAKE SURE TO INCLUDE COPIES (NOT ORIGINALS) OF SUPPORTING DOCUMENTATION.**

Please state why you believe that you should be credited with more Weeks Worked or included in the Vacation Pay Class and attach copies (not originals) of supporting documentation. The Parties and Settlement Administrator will consider your challenge and make a determination if you are entitled to additional credits:

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Signed on \_\_\_\_\_, 2022

\_\_\_\_\_  
[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO  
LATER THAN [INSERT DEADLINE]:

[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]

EXHIBIT “C”

| Attorney/Timekeeper                                                 | Rate  | Hours | Fee          |
|---------------------------------------------------------------------|-------|-------|--------------|
| <b>Brian J. Mankin</b><br><i>Trial Counsel</i><br><i>(21 years)</i> | \$775 | 185.3 | \$143,607.50 |
| <b>Peter J. Carlson</b><br>Senior Associate<br><i>(8 years)</i>     | \$575 | 197.5 | \$113,562.50 |
| <b>Grand Total for All Attorneys</b>                                |       | 382.8 | \$257,170.00 |

# **Guzman vs. Decker**

## *LML Time Records*

| Date      | Attorney        | Description                                                                                                                                                                                                                                                                        | Hours | Rate  | Amount      |
|-----------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------------|
| 2/10/2021 | Brian J. Mankin | New case development evaluation, including reviewing client documents, researching company, reviewing the class complaint and LWDA letter prior to filing                                                                                                                          | 5.20  | \$775 | \$ 4,030.00 |
| 2/26/2021 | Brian J. Mankin | Review order from Court re CMC and assigned judge                                                                                                                                                                                                                                  | 0.20  | \$775 | \$ 155.00   |
| 4/12/2021 | Brian J. Mankin | Review multiple correspondence with OC re the joint statement and service of documents                                                                                                                                                                                             | 0.30  | \$775 | \$ 232.50   |
| 4/13/2021 | Brian J. Mankin | Review a draft of the joint statement                                                                                                                                                                                                                                              | 0.40  | \$775 | \$ 310.00   |
| 4/14/2021 | Brian J. Mankin | Review Def's peremptory challenge, and multiple correspondences with OC re the joint statement and related case (Fosters); conduct a search for the related case online and through LWDA portal                                                                                    | 1.10  | \$775 | \$ 852.50   |
| 4/19/2021 | Brian J. Mankin | Receipt and review Court's notice of assignment and review docket for upcoming matters                                                                                                                                                                                             | 0.30  | \$775 | \$ 232.50   |
| 4/22/2021 | Brian J. Mankin | Review draft of the FAC adding PAGA claims and stipulation re same; evaluate wage statement claim in further detail                                                                                                                                                                | 2.80  | \$775 | \$ 2,170.00 |
| 4/23/2021 | Brian J. Mankin | Review case searches from staff re Foster case                                                                                                                                                                                                                                     | 0.30  | \$775 | \$ 232.50   |
| 4/26/2021 | Brian J. Mankin | Review multiple correspondence with OC re the related Foster case; evaluate and compare Foster's complaint and LWDA letter to ours; schedule call with OC to discuss                                                                                                               | 3.70  | \$775 | \$ 2,867.50 |
| 4/27/2021 | Brian J. Mankin | Review Court's CMO for possible modifications                                                                                                                                                                                                                                      | 0.40  | \$775 | \$ 310.00   |
| 4/27/2021 | Brian J. Mankin | Telephone call with OC re Foster's case, mediation and further handling; case development meeting with PJC re strategy and differences in the two cases; further draft email to Foster's counsel re same                                                                           | 3.20  | \$775 | \$ 2,480.00 |
| 4/28/2021 | Brian J. Mankin | Evaluate Foster's security check claim as it may apply to temp employees vs direct hires; evaluate whether Foster's silence on vacation and sick pay claims could overlap with our case; strategy meeting with PJC re filing a SAC and draft memo re same.                         | 3.50  | \$775 | \$ 2,712.50 |
| 4/29/2021 | Brian J. Mankin | Review amended LWDA letter and multiple correspondence with PJC and OC re an amended complaint                                                                                                                                                                                     | 0.40  | \$775 | \$ 310.00   |
| 5/3/2021  | Brian J. Mankin | Review correspondence from Foster's counsel requesting more information; discuss strategy with PJC, including response to Foster's counsel; further analysis of the shift differential and wage statement issues                                                                   | 2.90  | \$775 | \$ 2,247.50 |
| 5/5/2021  | Brian J. Mankin | Telephone call with OC re Foster's case, status of litigation and further handling; strategy meeting with PJC                                                                                                                                                                      | 0.70  | \$775 | \$ 542.50   |
| 5/10/2021 | Brian J. Mankin | Multiple correspondence and telephone call with Foster's counsel; discuss options with PJC; further evaluate differences between the actions in the event of a potential carve out of claims.                                                                                      | 2.60  | \$775 | \$ 2,015.00 |
| 5/20/2021 | Brian J. Mankin | Review multiple correspondences with Foster's counsel re status and further handling                                                                                                                                                                                               | 0.30  | \$775 | \$ 232.50   |
| 5/21/2021 | Brian J. Mankin | Multiple correspondences and telephone call with Foster's counsel re options moving forward; further evaluate unique claims (wages, 203, regular rate, etc) and evaluate potential settlement ranges and fee sharing arrangements of teaming up vs splitting up with Foster's case | 3.40  | \$775 | \$ 2,635.00 |
| 5/24/2021 | Brian J. Mankin | Review multiple correspondence with Foster's counsel re claims and valuation                                                                                                                                                                                                       | 0.50  | \$775 | \$ 387.50   |
| 5/26/2021 | Brian J. Mankin | Review multiple correspondence with Foster's counsel re claims and carving out our client's unique claims; telephone call with same.                                                                                                                                               | 0.80  | \$775 | \$ 620.00   |

# **Guzman vs. Decker**

## *LML Time Records*

| Date       | Attorney        | Description                                                                                                                                                                                      | Hours | Rate  | Amount      |
|------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------------|
| 6/1/2021   | Brian J. Mankin | Review multiple correspondence with Foster's counsel and OC re outcome of mediation, a forthcoming proposal and the carve out; draft response to Foster's counsel                                | 1.30  | \$775 | \$ 1,007.50 |
| 6/21/2021  | Brian J. Mankin | Review multiple correspondence with Foster's counsel and OC re outcome of mediation and the carve out; review proposed release/carve out; telephone call with OC re same and potential mediation | 2.50  | \$775 | \$ 1,937.50 |
| 6/28/2022  | Brian J. Mankin | Review Def's answer                                                                                                                                                                              | 0.20  | \$775 | \$ 155.00   |
| 7/1/2021   | Brian J. Mankin | Review multiple correspondences with OC re scheduling mediation                                                                                                                                  | 0.30  | \$775 | \$ 232.50   |
| 7/7/2021   | Brian J. Mankin | Review stipulation to continue status conference                                                                                                                                                 | 0.20  | \$775 | \$ 155.00   |
| 8/19/2021  | Brian J. Mankin | Review docket on the Foster's case                                                                                                                                                               | 0.30  | \$775 | \$ 232.50   |
| 8/28/2021  | Brian J. Mankin | Review settlement agreement in the Foster's case; evaluate carved out claims and review our pending complaint re same                                                                            | 2.00  | \$775 | \$ 1,550.00 |
| 9/24/2021  | Brian J. Mankin | Review MPA in the Foster's case                                                                                                                                                                  | 0.50  | \$775 | \$ 387.50   |
| 10/15/2021 | Brian J. Mankin | Case development review re status of mediation and informal exchange                                                                                                                             | 0.30  | \$775 | \$ 232.50   |
| 11/8/2021  | Brian J. Mankin | Review Def's stip and protective order                                                                                                                                                           | 0.50  | \$775 | \$ 387.50   |
| 12/7/2021  | Brian J. Mankin | Review multiple correspondence from PJC and expert re data issues, claims and damages                                                                                                            | 1.20  | \$775 | \$ 930.00   |
| 12/20/2021 | Brian J. Mankin | Review docket in the Foster's case                                                                                                                                                               | 0.30  | \$775 | \$ 232.50   |
| 12/30/2021 | Brian J. Mankin | Review client's class notice in the Foster's case, evaluate opt-out procedures                                                                                                                   | 0.60  | \$775 | \$ 465.00   |
| 1/9/2022   | Brian J. Mankin | Comprehensive file review and analysis of each claim in preparation for mediation; further analyze the carve out and release in Foster's case                                                    | 4.50  | \$775 | \$ 3,487.50 |
| 1/10/2022  | Brian J. Mankin | Review multiple correspondence with expert and further review the premium pay claim, number of pay periods at issue and other data                                                               | 1.20  | \$775 | \$ 930.00   |
| 1/12/2022  | Brian J. Mankin | Review initial draft of the mediation brief                                                                                                                                                      | 3.60  | \$775 | \$ 2,790.00 |
| 1/18/2022  | Brian J. Mankin | Review and revise further updated draft of the mediation brief; evaluate preliminary damage numbers                                                                                              | 4.20  | \$775 | \$ 3,255.00 |
| 1/21/2022  | Brian J. Mankin | Review file re status of client's opt-out in Foster's and review's form opt-out                                                                                                                  | 0.40  | \$775 | \$ 310.00   |
| 1/24/2022  | Brian J. Mankin | Review expert's analysis and compare to informal data                                                                                                                                            | 2.50  | \$775 | \$ 1,937.50 |
| 1/25/2022  | Brian J. Mankin | Prepare for mediation                                                                                                                                                                            | 4.40  | \$775 | \$ 3,410.00 |
| 1/26/2022  | Brian J. Mankin | Attend mediation via Zoom followed by reviewing and revising MOU                                                                                                                                 | 10.50 | \$775 | \$ 8,137.50 |
| 1/28/2022  | Brian J. Mankin | Review final MOU                                                                                                                                                                                 | 0.30  | \$775 | \$ 232.50   |
| 2/2/2022   | Brian J. Mankin | Begin preparing Settlement Agreement                                                                                                                                                             | 6.50  | \$775 | \$ 5,037.50 |
| 2/3/2022   | Brian J. Mankin | Continue preparing S.A. and Class Notice                                                                                                                                                         | 7.50  | \$775 | \$ 5,812.50 |
| 2/4/2022   | Brian J. Mankin | Complete initial draft of S.A. and Notice Packet; prepare summary of questions for PJC and OC                                                                                                    | 3.20  | \$775 | \$ 2,480.00 |
| 2/15/2022  | Brian J. Mankin | Review draft of joint statement                                                                                                                                                                  | 0.30  | \$775 | \$ 232.50   |
| 2/22/2022  | Brian J. Mankin | Review memo from staff re continued CMC and OSC set by Judge; evaluate file and confirm that joint statement was timely filed                                                                    | 0.50  | \$775 | \$ 387.50   |
| 3/2/2022   | Brian J. Mankin | Meeting with PJC re declaration to discharge OSC, and review draft re same                                                                                                                       | 0.80  | \$775 | \$ 620.00   |
| 3/8/2022   | Brian J. Mankin | Review OC's declaration re OSC and multiple emails re same                                                                                                                                       | 0.40  | \$775 | \$ 310.00   |
| 3/11/2022  | Brian J. Mankin | Review stipulation to file SAC and review draft of SAC pursuant to the carve out and S.A.                                                                                                        | 1.60  | \$775 | \$ 1,240.00 |

# Guzman vs. Decker

## *LML Time Records*

| Date                                 | Attorney        | Description                                                                                                                                                                                                                                                     | Hours        | Rate  | Amount               |
|--------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------|----------------------|
| 3/22/2022                            | Brian J. Mankin | Review Court's minute order in Foster's requiring further briefing; evaluate pay periods and average payments in their settlement                                                                                                                               | 1.40         | \$775 | \$ 1,085.00          |
| 4/3/2022                             | Brian J. Mankin | Begin drafting MPA                                                                                                                                                                                                                                              | 7.50         | \$775 | \$ 5,812.50          |
| 4/5/2022                             | Brian J. Mankin | from all parties and counsel, and draft email to OC and PJC re same; review bids obtained from multiple admins; draft MPA order                                                                                                                                 | 4.20         | \$775 | \$ 3,255.00          |
| 4/6/2022                             | Brian J. Mankin | Draft correspondence to Phoenix requesting a declaration; draft my declaration in support of PA and continue draft MPA and related documents                                                                                                                    | 7.70         | \$775 | \$ 5,967.50          |
| 4/7/2022                             | Brian J. Mankin | Review OC's changes to the S.A. and further draft same                                                                                                                                                                                                          | 1.30         | \$775 | \$ 1,007.50          |
| 4/8/2022                             | Brian J. Mankin | Review joint statement and multiple correspondence related to                                                                                                                                                                                                   | 0.30         | \$775 | \$ 232.50            |
| 4/11/2022                            | Brian J. Mankin | Multiple correspondence with OC re Court's CMO requirements                                                                                                                                                                                                     | 0.50         | \$775 | \$ 387.50            |
| 4/13/2022                            | Brian J. Mankin | Review multiple correspondences with Admin and declaration with bid; prepare compliance chart                                                                                                                                                                   | 2.10         | \$775 | \$ 1,627.50          |
| 4/14/2022                            | Brian J. Mankin | Review OC's changes to the MPA and order; finalize same                                                                                                                                                                                                         | 2.50         | \$775 | \$ 1,937.50          |
| 5/9/2022                             | Brian J. Mankin | Review Court's tentative order; draft correspondence to OC and administrator re beginning the notice process                                                                                                                                                    | 0.50         | \$775 | \$ 387.50            |
| 5/10/2022                            | Brian J. Mankin | Multiple correspondences with admin re notice process                                                                                                                                                                                                           | 0.40         | \$775 | \$ 310.00            |
| 5/12/2022                            | Brian J. Mankin | Review admin's tentative timeline, compare to order, and draft email re same                                                                                                                                                                                    | 0.30         | \$775 | \$ 232.50            |
| 5/24/2022                            | Brian J. Mankin | Review admin's updated notice packet and draft email re changes to same                                                                                                                                                                                         | 0.80         | \$775 | \$ 620.00            |
| 5/25/2022                            | Brian J. Mankin | Review updated notice packet and approve same                                                                                                                                                                                                                   | 0.30         | \$775 | \$ 232.50            |
| 6/1/2022                             | Brian J. Mankin | Review email from admin confirming notices were mailed                                                                                                                                                                                                          | 0.10         | \$775 | \$ 77.50             |
| 6/10/2022                            | Brian J. Mankin | Review admin's weekly report                                                                                                                                                                                                                                    | 0.20         | \$775 | \$ 155.00            |
| 6/17/2022                            | Brian J. Mankin | Review admin's weekly report                                                                                                                                                                                                                                    | 0.20         | \$775 | \$ 155.00            |
| 6/24/2022                            | Brian J. Mankin | Review admin's weekly report                                                                                                                                                                                                                                    | 0.20         | \$775 | \$ 155.00            |
| 7/1/2022                             | Brian J. Mankin | Review admin's weekly report; calculate opt-out percentage                                                                                                                                                                                                      | 0.30         | \$775 | \$ 232.50            |
| 7/8/2022                             | Brian J. Mankin | Review admin's weekly report                                                                                                                                                                                                                                    | 0.20         | \$775 | \$ 155.00            |
| 7/15/2022                            | Brian J. Mankin | Review admin's weekly report                                                                                                                                                                                                                                    | 0.20         | \$775 | \$ 155.00            |
| 7/22/2022                            | Brian J. Mankin | Review admin's weekly report; email admin re nature of the dispute and review response and documents re same                                                                                                                                                    | 0.50         | \$775 | \$ 387.50            |
| 7/29/2022                            | Brian J. Mankin | Review admin's weekly report                                                                                                                                                                                                                                    | 0.20         | \$775 | \$ 155.00            |
| 8/1/2022                             | Brian J. Mankin | Review admin's draft declaration                                                                                                                                                                                                                                | 0.50         | \$775 | \$ 387.50            |
| 8/5/2022                             | Brian J. Mankin | Begin drafting MFA and order                                                                                                                                                                                                                                    | 5.50         | \$775 | \$ 4,262.50          |
| 8/7/2022                             | Brian J. Mankin | Continue draft MFA, prepare lodestar analysis and summary; finalize order; review CMO requirements for further handling                                                                                                                                         | 7.00         | \$775 | \$ 5,425.00          |
| 8/8/2022                             | Brian J. Mankin | Draft declaration and finalize initial draft of MPA and order                                                                                                                                                                                                   | 4.80         | \$775 | \$ 3,720.00          |
|                                      | Brian J. Mankin | <i>Estimated (8/9/22 through Final Approval)</i> : Finalize Approval Motion and Related Documents; Respond to questions/comments from the Court and prepare any necessary supplemental briefing; Attend Approval Hearing.                                       | 25           | \$775 | \$ 19,375.00         |
|                                      | Brian J. Mankin | <i>Estimated (after Final Approval)</i> : Work with OC and administrator to complete Settlement and mailings of checks/letter; responding to employees questions; submitting final declaration and report of disbursement; attending final disbursement hearing | 15           | \$775 | \$ 11,625.00         |
| <b>Subtotals for Brian J. Mankin</b> |                 |                                                                                                                                                                                                                                                                 | <b>185.3</b> |       | <b>\$ 143,607.50</b> |

# **Guzman vs. Decker**

## *LML Time Records*

| Date      | Attorney         | Description                                                                                                                                                                                                                                                                                                                                                                      | Hours | Rate  | Amount      |
|-----------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------------|
| 2/1/2021  | Peter J. Carlson | Lengthy telephone call with client re: concerns, claims, and potential violations; Receive and review all client documents and analyze potential violations; Draft memo and have follow-up phone call with client                                                                                                                                                                | 4.10  | \$575 | \$ 2,357.50 |
| 2/1/2021  | Peter J. Carlson | Research into corporate entity, including financials and collectability; conduct in-depth search of all possible counties/venues to determine whether there are any pending cases in CA state or federal courts with same or similar claims; Legal research re: potential labor code violations; Draft memo re: claims and viability of class action; Office conference with BJM | 2.90  | \$575 | \$ 1,667.50 |
| 2/2/2021  | Peter J. Carlson | Phone call with client re: gameplan and timeline for strategies                                                                                                                                                                                                                                                                                                                  | 0.30  | \$575 | \$ 172.50   |
| 2/8/2021  | Peter J. Carlson | Draft the following case initiating documents: demand for employee records and personnel file; demand to preserve evidence and ESI; lengthy LWDA letter                                                                                                                                                                                                                          | 3.40  | \$575 | \$ 1,955.00 |
| 2/9/2021  | Peter J. Carlson | Further draft LWDA letter; Draft class action complaint                                                                                                                                                                                                                                                                                                                          | 7.40  | \$575 | \$ 4,255.00 |
| 2/11/2021 | Peter J. Carlson | Further draft class action complaint                                                                                                                                                                                                                                                                                                                                             | 2.40  | \$575 | \$ 1,380.00 |
| 2/25/2021 | Peter J. Carlson | Legal research and analysis of Donohue v. AMN; Shephardize all cited cases; Case analysis re: impact of Donohue decision on meal claims in this matter; Draft memo re: applicability to class cert                                                                                                                                                                               | 2.40  | \$575 | \$ 1,380.00 |
| 3/16/2021 | Peter J. Carlson | Phone call with client re: status                                                                                                                                                                                                                                                                                                                                                | 0.30  | \$575 | \$ 172.50   |
| 2/26/2021 | Peter J. Carlson | Receive and review notice of CMC for April; assess whether standard Riverside CMO was entered; review Riverside Local Rules for applicable stay when no CMO entered yet                                                                                                                                                                                                          | 0.60  | \$575 | \$ 345.00   |
| 3/16/2021 | Peter J. Carlson | Review proof of service and response deadline                                                                                                                                                                                                                                                                                                                                    | 0.30  | \$575 | \$ 172.50   |
| 4/7/2021  | Peter J. Carlson | Analyze Defendant's Answer to complaint                                                                                                                                                                                                                                                                                                                                          | 0.70  | \$575 | \$ 402.50   |
| 4/12/2021 | Peter J. Carlson | Review all case documents; phone call with opposing counsel                                                                                                                                                                                                                                                                                                                      | 0.40  | \$575 | \$ 230.00   |
| 4/12/2021 | Peter J. Carlson | Draft plaintiff-only CMC statement in light of delay to file joint statement                                                                                                                                                                                                                                                                                                     | 0.50  | \$575 | \$ 287.50   |
| 4/13/2021 | Peter J. Carlson | Phone call with defense counsel regarding CMC and joint statement; Draft joint statement in compliance with CMO; exchange emails with defense counsel re: same                                                                                                                                                                                                                   | 2.20  | \$575 | \$ 1,265.00 |
| 4/14/2021 | Peter J. Carlson | Phone call with defense counsel re: purportedly related case; pull docket and relevant documents from Foster case; office conference with BJM re: same and to discuss strategy; receive and review defendant's additions/changes to joint statement                                                                                                                              | 3.40  | \$575 | \$ 1,955.00 |
| 4/19/2021 | Peter J. Carlson | Appear at case management conference                                                                                                                                                                                                                                                                                                                                             | 0.90  | \$575 | \$ 517.50   |
| 4/20/2021 | Peter J. Carlson | Case analysis re: impact of related case and possible approaches; draft email to defense counsel re: related case                                                                                                                                                                                                                                                                | 0.60  | \$575 | \$ 345.00   |
| 4/20/2021 | Peter J. Carlson | Phone call with client re: related case and related matters                                                                                                                                                                                                                                                                                                                      | 0.50  | \$575 | \$ 287.50   |
| 4/21/2021 | Peter J. Carlson | Draft first amended complaint adding claims under PAGA; Draft stipulation to permit Plaintiff to file FAC; email defense counsel re: same                                                                                                                                                                                                                                        | 4.20  | \$575 | \$ 2,415.00 |
| 4/23/2021 | Peter J. Carlson | Phone call with client re: new/additional claims; Draft amended LWDA notice; complete online submission                                                                                                                                                                                                                                                                          | 1.90  | \$575 | \$ 1,092.50 |
| 4/26/2021 | Peter J. Carlson | Analyze relevant documents from related case; office conference with BJM re: strategy                                                                                                                                                                                                                                                                                            | 1.10  | \$575 | \$ 632.50   |
| 4/27/2021 | Peter J. Carlson | Additional meeting with BJM re: related case and approach given that other case was headed to mediation; Draft email to plaintiff's counsel in related case                                                                                                                                                                                                                      | 1.90  | \$575 | \$ 1,092.50 |
| 4/28/2021 | Peter J. Carlson | Phone call with BJM                                                                                                                                                                                                                                                                                                                                                              | 0.30  | \$575 | \$ 172.50   |

# **Guzman vs. Decker**

## *LML Time Records*

| Date       | Attorney         | Description                                                                                                                                                                                                                   | Hours | Rate  | Amount      |
|------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------------|
| 4/29/2021  | Peter J. Carlson | Draft second amended complaint to add claims for vacation pay (227.3), sick pay (246), and meal discouragement; Draft second amended LWDA letter; Email defense counsel                                                       | 4.10  | \$575 | \$ 2,357.50 |
| 4/29/2021  | Peter J. Carlson | Conference call with defense counsel                                                                                                                                                                                          | 0.40  | \$575 | \$ 230.00   |
| 5/3/2021   | Peter J. Carlson | Exchange emails with plaintiff's counsel in related case re: overlapping (or not overlapping) claims and facts/proof                                                                                                          | 0.50  | \$575 | \$ 287.50   |
| 5/10/2021  | Peter J. Carlson | Conference call with plaintiff's counsel in related case                                                                                                                                                                      | 0.40  | \$575 | \$ 230.00   |
| 5/11/2021  | Peter J. Carlson | Phone call with client re: status                                                                                                                                                                                             | 0.30  | \$575 | \$ 172.50   |
| 5/26/2021  | Peter J. Carlson | Exchange emails and hold phone call with plaintiff's counsel from related case to discuss potential coordination/co-counseling                                                                                                | 0.90  | \$575 | \$ 517.50   |
| 5/28/2021  | Peter J. Carlson | Exchange emails with plaintiff's counsel in related case re: outcome of mediation and carveout for Guzman's unique claims                                                                                                     | 0.70  | \$575 | \$ 402.50   |
| 6/1/2021   | Peter J. Carlson | Receive email from plaintiff's counsel in related case re: mediator's proposal and carveout language; analyze whether sufficient to protect Guzman unique claims                                                              | 0.90  | \$575 | \$ 517.50   |
| 6/21/2021  | Peter J. Carlson | Exchange emails with defense counsel re: litigation plan given settlement in related case                                                                                                                                     | 0.50  | \$575 | \$ 287.50   |
| 7/1/2021   | Peter J. Carlson | Research mediators and availability; office conference with BJM re: same; Draft email to defense counsel with proposed mediator and dates                                                                                     | 0.70  | \$575 | \$ 402.50   |
| 7/6/2021   | Peter J. Carlson | Case review with BJM to analyze and discuss tasks                                                                                                                                                                             | 0.30  | \$575 | \$ 172.50   |
| 7/6/2021   | Peter J. Carlson | Draft stipulation to continue CMC; email same to defense                                                                                                                                                                      | 0.80  | \$575 | \$ 460.00   |
| 7/7/2021   | Peter J. Carlson | Phone call with client to discuss impact of related case and settlement, our scheduled mediation, and timelines                                                                                                               | 0.50  | \$575 | \$ 287.50   |
| 7/14/2021  | Peter J. Carlson | Phone call with opposing counsel re: upcoming hearing                                                                                                                                                                         | 0.20  | \$575 | \$ 115.00   |
| 7/16/2021  | Peter J. Carlson | Review emails between defense counsel and this office re: hearing - continued to February 2022                                                                                                                                | 0.40  | \$575 | \$ 230.00   |
| 8/23/2021  | Peter J. Carlson | Phone call with opposing counsel re: intended filing of SAC and effect of Foster settlement; draft memo to file re same                                                                                                       | 0.70  | \$575 | \$ 402.50   |
| 9/16/2021  | Peter J. Carlson | Additional call with defense counsel re: Foster/Guzman interplay and intended SAC; Office conference with BJM re same                                                                                                         | 0.50  | \$575 | \$ 287.50   |
| 9/28/2021  | Peter J. Carlson | Status update for client                                                                                                                                                                                                      | 0.20  | \$575 | \$ 115.00   |
| 9/30/2021  | Peter J. Carlson | Review file and claims remaining after pending settlement in Foster; Analyze facts and data needed for class cert and further litigation; Draft informal requests of data/info needed for mediation; Email to defense counsel | 4.40  | \$575 | \$ 2,530.00 |
| 10/29/2021 | Peter J. Carlson | Update client re: status                                                                                                                                                                                                      | 0.30  | \$575 | \$ 172.50   |
| 11/8/2021  | Peter J. Carlson | Receive and review email and proposed Stipulated Protective Order from defense counsel; Email counsel with approval                                                                                                           | 1.10  | \$575 | \$ 632.50   |
| 11/30/2021 | Peter J. Carlson | Review and analyze motion for preliminary approval in Foster                                                                                                                                                                  | 0.50  | \$575 | \$ 287.50   |
| 11/30/2021 | Peter J. Carlson | Receipt and preliminary assessment of pre-mediation data/information provided by Defendant                                                                                                                                    | 1.70  | \$575 | \$ 977.50   |
| 12/1/2021  | Peter J. Carlson | Review and analysis of written policies, including Handbook pre-2018, Handbook 2018-forward, and Decker's PTO chart                                                                                                           | 2.40  | \$575 | \$ 1,380.00 |
| 12/1/2021  | Peter J. Carlson | Analysis of data/excel files provided by Defendant for payroll and timekeeping data with 27,000 and 328,000 rows of data, respectively; email defense counsel with questions and requests for clarity as to data              | 6.40  | \$575 | \$ 3,680.00 |
| 12/1/2021  | Peter J. Carlson | Draft email to third party admin in Foster re: opt out for Guzman                                                                                                                                                             | 0.30  | \$575 | \$ 172.50   |
| 12/6/2021  | Peter J. Carlson | In-depth analysis of voluminous excel data                                                                                                                                                                                    | 7.40  | \$575 | \$ 4,255.00 |

# **Guzman vs. Decker**

## *LML Time Records*

| Date       | Attorney         | Description                                                                                                                                                                                                                                                                 | Hours | Rate  | Amount      |
|------------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------------|
| 12/7/2021  | Peter J. Carlson | Continued analysis of voluminous excel data                                                                                                                                                                                                                                 | 7.60  | \$575 | \$ 4,370.00 |
| 12/20/2021 | Peter J. Carlson | Exchange emails re: mediation data and Foster settlement                                                                                                                                                                                                                    | 0.50  | \$575 | \$ 287.50   |
| 1/4/2022   | Peter J. Carlson | Receive email from defense counsel with additional information for mediation; Review and analyze additional data re: payroll, vacation pay claim, and paystub claim; exchange additional emails with defense counsel re: same                                               | 4.20  | \$575 | \$ 2,415.00 |
| 1/6/2022   | Peter J. Carlson | Review case file re claims and supporting evidence; Review preliminary assessment of classwide data for violations in timekeeping and payroll records; Legal research regarding continued viability and odds of success on certain claims; Draft outline of mediation brief | 7.40  | \$575 | \$ 4,255.00 |
| 1/10/2022  | Peter J. Carlson | Begin drafting mediation brief                                                                                                                                                                                                                                              | 3.20  | \$575 | \$ 1,840.00 |
| 1/11/2021  | Peter J. Carlson | Legal research re: Magadia v. Wal-Mart and potential impact on 226 claims in this matter; draft memo re: same                                                                                                                                                               | 1.80  | \$575 | \$ 1,035.00 |
| 1/11/2021  | Peter J. Carlson | Further draft mediation; Analyze relevant data and create class/PAGA damage model                                                                                                                                                                                           | 6.70  | \$575 | \$ 3,852.50 |
| 1/17/2022  | Peter J. Carlson | Phone call with statistician; Receive and review expert report; Further draft mediation brief and update damage models to reflect expert analysis                                                                                                                           | 4.90  | \$575 | \$ 2,817.50 |
| 1/24/2022  | Peter J. Carlson | Mediation prep work                                                                                                                                                                                                                                                         | 2.80  | \$575 | \$ 1,610.00 |
| 1/25/2022  | Peter J. Carlson | Draft Memorandum of Understanding in compliance with CMO; Further mediation prep; Office conference with BJM re same                                                                                                                                                        | 4.50  | \$575 | \$ 2,587.50 |
| 1/26/2022  | Peter J. Carlson | Attend mediation; revise MOU                                                                                                                                                                                                                                                | 10.50 | \$575 | \$ 6,037.50 |
| 1/27/2022  | Peter J. Carlson | Phone call with client re: outcome of mediation and next steps                                                                                                                                                                                                              | 0.40  | \$575 | \$ 230.00   |
| 1/28/2022  | Peter J. Carlson | Call with client to discuss MOU and its terms; Exchange emails with defense counsel                                                                                                                                                                                         | 0.70  | \$575 | \$ 402.50   |
| 1/31/2022  | Peter J. Carlson | Draft proposed second amended complaint, including only those claims carved out from Foster settlement (meaning only 226, 227.3, and 246 remain)                                                                                                                            | 1.90  | \$575 | \$ 1,092.50 |
| 1/31/2022  | Peter J. Carlson | Draft recital of procedural history for use in long-form settlement agreement                                                                                                                                                                                               | 1.10  | \$575 | \$ 632.50   |
| 2/15/2022  | Peter J. Carlson | Office conference with BJM re: SAC and moving settlement forward; Draft Joint Statement for upcoming CMC; exchange email with opposing counsel re: same                                                                                                                     | 2.20  | \$575 | \$ 1,265.00 |
| 2/22/2022  | Peter J. Carlson | Appear at CMC; office conference with TLC re: continued date and research issues with OneLegal                                                                                                                                                                              | 0.90  | \$575 | \$ 517.50   |
| 3/1/2022   | Peter J. Carlson | Draft Declaration pursuant to LR 3116 re: OSC for sanctions, explaining that joint statement was timely filed                                                                                                                                                               | 1.70  | \$575 | \$ 977.50   |
| 3/3/2022   | Peter J. Carlson | Office conference with BJM re: OSC; Finalize declaration; Draft email to defense counsel re: same; phone call with defense counsel                                                                                                                                          | 0.90  | \$575 | \$ 517.50   |
| 3/11/2022  | Peter J. Carlson | Review and edit long-form settlement agreement; draft Class Notice and Notice Packet documents in compliance with CMO; Draft email to opposing counsel re: same                                                                                                             | 3.90  | \$575 | \$ 2,242.50 |
| 4/8/2022   | Peter J. Carlson | Lengthy call with client explaining long-form settlement agreement                                                                                                                                                                                                          | 0.70  | \$575 | \$ 402.50   |
| 4/13/2022  | Peter J. Carlson | Review exchange of emails with third party admin re: class size, need for bid in spanish, etc.                                                                                                                                                                              | 0.60  | \$575 | \$ 345.00   |
| 4/14/2022  | Peter J. Carlson | Draft Declaration of PJC iso MPA                                                                                                                                                                                                                                            | 1.10  | \$575 | \$ 632.50   |
| 4/14/2022  | Peter J. Carlson | Create "Compliance Chart" identifying each CMO requirement and listing pinpoint citation as to where requirement is satisfied                                                                                                                                               | 2.10  | \$575 | \$ 1,207.50 |
| 4/15/2022  | Peter J. Carlson | Review propsoed declaration from third party admin                                                                                                                                                                                                                          | 0.40  | \$575 | \$ 230.00   |

# **Guzman vs. Decker**

## *LML Time Records*

| Date                                  | Attorney         | Description                                                                                                                                              | Hours         | Rate  | Amount               |
|---------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------|----------------------|
| 4/19/2022                             | Peter J. Carlson | Review and analyze all MPA documents for compliance with CMO                                                                                             | 1.80          | \$575 | \$ 1,035.00          |
| 5/9/2022                              | Peter J. Carlson | Review tentative (continued)                                                                                                                             | 0.20          | \$575 | \$ 115.00            |
| 5/10/2022                             | Peter J. Carlson | Review tentative (granted)                                                                                                                               | 0.20          | \$575 | \$ 115.00            |
| 5/10/2022                             | Peter J. Carlson | Phone call with client re: outcome and timelines                                                                                                         | 0.30          | \$575 | \$ 172.50            |
| 6/2/2022                              | Peter J. Carlson | Client update                                                                                                                                            | 0.20          | \$575 | \$ 115.00            |
| 5/11/2022                             | Peter J. Carlson | Review email from admin re: timelines                                                                                                                    | 0.30          | \$575 | \$ 172.50            |
| 5/24/2022                             | Peter J. Carlson | Review and analyze email from Phoenix with proposed mailing documents                                                                                    | 0.50          | \$575 | \$ 287.50            |
| 5/25/2022                             | Peter J. Carlson | Review updated mailing documents                                                                                                                         | 0.30          | \$575 | \$ 172.50            |
| 6/1/2022                              | Peter J. Carlson | Receive email confirming mailing completed                                                                                                               | 0.20          | \$575 | \$ 115.00            |
| 6/10/2022                             | Peter J. Carlson | Review weekly report from Phoenix                                                                                                                        | 0.20          | \$575 | \$ 115.00            |
| 6/17/2022                             | Peter J. Carlson | Review weekly report from Phoenix                                                                                                                        | 0.20          | \$575 | \$ 115.00            |
| 6/20/2022                             | Peter J. Carlson | Client update                                                                                                                                            | 0.20          | \$575 | \$ 115.00            |
| 6/24/2022                             | Peter J. Carlson | Review weekly report from Phoenix                                                                                                                        | 0.20          | \$575 | \$ 115.00            |
| 7/1/2022                              | Peter J. Carlson | Review weekly report from Phoenix                                                                                                                        | 0.20          | \$575 | \$ 115.00            |
| 7/8/2022                              | Peter J. Carlson | Review weekly report from Phoenix                                                                                                                        | 0.20          | \$575 | \$ 115.00            |
| 7/15/2022                             | Peter J. Carlson | Review weekly report from Phoenix                                                                                                                        | 0.20          | \$575 | \$ 115.00            |
| 7/26/2022                             | Peter J. Carlson | Review weekly report from Phoenix                                                                                                                        | 0.20          | \$575 | \$ 115.00            |
| 7/26/2022                             | Peter J. Carlson | Review emails and documents re: submitted dispute from class member                                                                                      | 0.30          | \$575 | \$ 172.50            |
| 8/8/2022                              | Peter J. Carlson | Prepare motion for final approval documentation                                                                                                          | 2.60          | \$575 | \$ 1,495.00          |
| 8/9/2022                              | Peter J. Carlson | Phone call with client re: approval process and to gather information for declaration; Draft declaration of Plaintiff                                    | 1.90          | \$575 | \$ 1,092.50          |
| 8/9/2022                              | Peter J. Carlson | Draft Decl. of PJC iso Final Approval                                                                                                                    | 1.20          | \$575 | \$ 690.00            |
| 8/10/2022                             | Peter J. Carlson | Review and edit Motion for Final Approval and related documents                                                                                          | 1.90          | \$575 | \$ 1,092.50          |
| 8/11/2022                             | Peter J. Carlson | Final review of all documents for compliance with CMO                                                                                                    | 1.10          | \$575 | \$ 632.50            |
|                                       | Peter J. Carlson | <i>Estimated</i> : Telephone calls with Class Members regarding settlement and to update address and/or correct info; Exchange emails with admin re same | 20.00         | \$575 | \$ 11,500.00         |
|                                       | Peter J. Carlson | <i>Estimated</i> : work with BJM and team to prepare for approval hearing and to carry out all necessary tasks post-approval                             | 10.00         | \$575 | \$ 5,750.00          |
| <b>Subtotals for Peter J. Carlson</b> |                  |                                                                                                                                                          | <b>197.50</b> |       | <b>\$ 113,562.50</b> |

EXHIBIT “D”

# All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)  
Group By Staff Member Group  
Client - Project = 14000-00451 Guzman v Deckers  
Outdoor (Active Only)  
Activity Code = All  
Expense Code = All  
View = Original  
Approval Status = All  
Selected Expenses = All  
From Earliest To Latest

| Entered | Status | Approval | BillableType | Expense | Staff Member | Price | Mark Up % | Qty | Amount |
|---------|--------|----------|--------------|---------|--------------|-------|-----------|-----|--------|
|---------|--------|----------|--------------|---------|--------------|-------|-----------|-----|--------|

**Joe Guzman**  
**14000-00451 Guzman v Deckers Outdoor**

|            |          |              |                 |                     |       |      |      |       |
|------------|----------|--------------|-----------------|---------------------|-------|------|------|-------|
| 02-16-2021 | Approved | Non-Billable | E112 Court fees | Aguilera, Sophia J. | 75.00 | 0.00 | 1.00 | 75.00 |
|------------|----------|--------------|-----------------|---------------------|-------|------|------|-------|

Order Number: ORD-000096397 to submit letter to LWDA Case Number: LWDA-CM-821554-21

|            |          |              |                 |                     |          |      |      |          |
|------------|----------|--------------|-----------------|---------------------|----------|------|------|----------|
| 02-18-2021 | Approved | Non-Billable | E112 Court fees | Aguilera, Sophia J. | 1,450.00 | 0.00 | 1.00 | 1,450.00 |
|------------|----------|--------------|-----------------|---------------------|----------|------|------|----------|

RV/SC Submission ID #10602153 to file Complaint

|            |          |              |              |                     |      |      |       |      |
|------------|----------|--------------|--------------|---------------------|------|------|-------|------|
| 02-26-2021 | Approved | Non-Billable | E101 Copying | Aguilera, Sophia J. | 0.06 | 0.00 | 24.00 | 1.44 |
|------------|----------|--------------|--------------|---------------------|------|------|-------|------|

24 copies @ \$0.06 for LWDA letter and letters to employer

|            |          |              |              |                     |      |      |      |      |
|------------|----------|--------------|--------------|---------------------|------|------|------|------|
| 02-26-2021 | Approved | Non-Billable | E108 Postage | Aguilera, Sophia J. | 8.27 | 0.00 | 1.00 | 8.27 |
|------------|----------|--------------|--------------|---------------------|------|------|------|------|

Postage for the month of February 2021

|            |          |              |                  |                     |        |      |      |        |
|------------|----------|--------------|------------------|---------------------|--------|------|------|--------|
| 03-05-2021 | Approved | Non-Billable | Attorney Service | Aguilera, Sophia J. | 300.00 | 0.00 | 1.00 | 300.00 |
|------------|----------|--------------|------------------|---------------------|--------|------|------|--------|

Bosco Inv 5402549 Serve: Deckers Outdoor Corporation, a Delaware corporation

Summons; Class Action Complaint; Civil Case Cover Sheet; Certificate of Counsel;

Notice of Case Management Conference (To: Peter J. Carlson); Notice of Case

Management Conference (To: Joe Guzman); Notice of Case Management Conference

(To: Deckers Outdoor Corporation); Notice of Department Assignment; ADR

Court: Riverside County Superior Court - Central District

|            |          |              |              |                     |      |      |       |      |
|------------|----------|--------------|--------------|---------------------|------|------|-------|------|
| 04-30-2021 | Approved | Non-Billable | E101 Copying | Aguilera, Sophia J. | 0.20 | 0.00 | 24.00 | 4.80 |
|------------|----------|--------------|--------------|---------------------|------|------|-------|------|

24 copies @ \$0.20 for Amended LWDA letters

|            |          |              |              |                     |       |      |      |       |
|------------|----------|--------------|--------------|---------------------|-------|------|------|-------|
| 04-30-2021 | Approved | Non-Billable | E108 Postage | Aguilera, Sophia J. | 15.74 | 0.00 | 1.00 | 15.74 |
|------------|----------|--------------|--------------|---------------------|-------|------|------|-------|

Postage for the month of April 2021

|            |          |              |                 |                     |       |      |      |       |
|------------|----------|--------------|-----------------|---------------------|-------|------|------|-------|
| 05-17-2021 | Approved | Non-Billable | E112 Court fees | Aguilera, Sophia J. | 20.00 | 0.00 | 1.00 | 20.00 |
|------------|----------|--------------|-----------------|---------------------|-------|------|------|-------|

RV/SC Submission ID #10720295 to file FAC

|            |          |              |                  |                     |       |      |      |       |
|------------|----------|--------------|------------------|---------------------|-------|------|------|-------|
| 06-01-2021 | Approved | Non-Billable | Attorney Service | Aguilera, Sophia J. | 33.22 | 0.00 | 1.00 | 33.22 |
|------------|----------|--------------|------------------|---------------------|-------|------|------|-------|

Budget Conferencing Inv 30598179 for 4-29-21 and 5-5-21 calls

# All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)  
Group By Staff Member Group  
Client - Project = 14000-00451 Guzman v Deckers  
Outdoor (Active Only)  
Activity Code = All  
Expense Code = All  
View = Original  
Approval Status = All  
Selected Expenses = All  
From Earliest To Latest

| Entered                                                          | Status   | Approval | BillableType | Expense             | Staff Member        | Price    | Mark Up % | Qty  | Amount   |
|------------------------------------------------------------------|----------|----------|--------------|---------------------|---------------------|----------|-----------|------|----------|
| <b>Joe Guzman</b><br><b>14000-00451 Guzman v Deckers Outdoor</b> |          |          |              |                     |                     |          |           |      |          |
| 07-07-2021                                                       | Approved |          | Non-Billable | E112 Court fees     | Aguilera, Sophia J. | 20.00    | 0.00      | 1.00 | 20.00    |
| RVSC Submission ID #10826643 to file stp to continue CMC         |          |          |              |                     |                     |          |           |      |          |
| 10-14-2021                                                       | Approved |          | Non-Billable | Attorney Service    | Aguilera, Monica A  | 5.75     | 0.00      | 1.00 | 5.75     |
| Budget Conferencing Inv #30720903 for 8-23-21                    |          |          |              |                     |                     |          |           |      |          |
| 11-29-2021                                                       | Approved |          | Non-Billable | E125 Mediation fees | Aguilera, Monica A  | 7,000.00 | 0.00      | 1.00 | 7,000.00 |
| Inv 11-4-21 for 12-26-21 mediation with Todd Smith               |          |          |              |                     |                     |          |           |      |          |
| 01-26-2022                                                       | Approved |          | Non-Billable | E119 Experts        | Aguilera, Monica A  | 1,462.50 | 0.00      | 1.00 | 1,462.50 |
| Berger Consulting Group Inv #5491                                |          |          |              |                     |                     |          |           |      |          |
| 02-01-2022                                                       | Approved |          | Non-Billable | E101 Copying        | Aguilera, Monica A  | 0.20     | 0.00      | 1.00 | 0.20     |
| 1 copy @ \$0.20 to Phoenix to Opt Out                            |          |          |              |                     |                     |          |           |      |          |
| 02-07-2022                                                       | Approved |          | Non-Billable | E108 Postage        | Aguilera, Monica A  | 0.53     | 0.00      | 1.00 | 0.53     |
| Postage for Jan 2022                                             |          |          |              |                     |                     |          |           |      |          |
| 02-24-2022                                                       | Approved |          | Non-Billable | E112 Court fees     | Aguilera, Monica A  | 16.27    | 0.00      | 1.00 | 16.27    |
| Onelgal Order #17698232 to file joint statement                  |          |          |              |                     |                     |          |           |      |          |
| 03-07-2022                                                       | Approved |          | Non-Billable | Attorney Service    | Grossi, Tracie L.   | 16.27    | 0.00      | 1.00 | 16.27    |
| Onelgal Order #17797567 - file PJC dec                           |          |          |              |                     |                     |          |           |      |          |
| 03-25-2022                                                       | Approved |          | Non-Billable | Attorney Service    | Grossi, Tracie L.   | 37.37    | 0.00      | 1.00 | 37.37    |
| Onelgal Order# 17921989 - file stp to file SAC                   |          |          |              |                     |                     |          |           |      |          |
| 04-12-2022                                                       | Approved |          | Non-Billable | Attorney Service    | Grossi, Tracie L.   | 16.78    | 0.00      | 1.00 | 16.78    |
| Onelgal Order# 18005696 - file Joint Statement                   |          |          |              |                     |                     |          |           |      |          |
| 04-13-2022                                                       | Approved |          | Non-Billable | Attorney Service    | Grossi, Tracie L.   | 16.78    | 0.00      | 1.00 | 16.78    |
| Onelgal Order#17971600 - file Second Amended Complaint           |          |          |              |                     |                     |          |           |      |          |
| 04-19-2022                                                       | Approved |          | Non-Billable | E112 Court fees     | Grossi, Tracie L.   | 78.55    | 0.00      | 1.00 | 78.55    |

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)  
Group By Staff Member Group  
Client - Project = 14000-00451 Guzman v Deckers Outdoor (Active Only)  
Activity Code = All  
Expense Code = All  
View = Original  
Approval Status = All  
Selected Expenses = All  
From Earliest To Latest

| Entered                                     | Status   | Approval | BillableType | Expense          | Staff Member    | Price  | Mark Up % | Qty  | Amount |
|---------------------------------------------|----------|----------|--------------|------------------|-----------------|--------|-----------|------|--------|
| <u>Joe Guzman</u>                           |          |          |              |                  |                 |        |           |      |        |
| <u>14000-00451 Guzman v Deckers Outdoor</u> |          |          |              |                  |                 |        |           |      |        |
| OnLegal Order# 18046732 - file MPA          |          |          |              |                  |                 |        |           |      |        |
| 08-12-2022                                  | Approved |          | Non-Billable | Attorney Service | Chiarto, Tracie | 150.00 | 0.00      | 1.00 | 150.00 |

Estimated fees to file MFA and supporting documents via OnLegal

|               |           |
|---------------|-----------|
| Project Total | 10,729.47 |
| Client Total  | 10,729.47 |
| Grand Total   | 10,729.47 |

EXHIBIT “E”