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

22 _____
Hon. Craig Riemer
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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)	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	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.
EXCLUDE YOURSELF	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 INSERT DEADLINE (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.
OBJECT	Write to the Settlement Administrator about why you do not like the Settlement by completing and submitting the enclosed Objection Form by INSERT DEADLINE (see Section VII). This form should not be used to dispute the number of Share Points.
DISPUTE THE NUMBER OF WEEKS WORKED	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@lmfirm.com
Peter Carlson, Esq.
peter@lmfirm.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 \$[REDACTED]. 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 \$[REDACTED]. 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 [REDACTED] Weeks Worked in this class. As a result, you will receive a payment of \$[REDACTED] for this category.

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

Your Participation in the PAGA Settlement: Do you fall within the definition of an Aggrieved Employee? [REDACTED] Yes [REDACTED] No. As a result, you will receive a payment of \$[REDACTED] 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 (CVRI2100707) 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.

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):

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:

Signed on _____, 2022

[NAME] _____

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

[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]