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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. Craig Riemer for all
Purposes]*

**DECLARATION OF JOE GUZMAN IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

I, Joe Guzman, state and declare:

1. I am the Plaintiff in the above captioned action and have personal knowledge of
all matters stated herein and could competently testify thereto.

2. I make this declaration in support of the motion for final approval of the class
action settlement reached in this matter. As discussed herein, I believe that the settlement is fair
and reasonable and constitutes a fair resolution of the claims alleged.

3. I was employed by Deckers Outdoor Corporation from approximately 2008
through January 2021. During my employment for Deckers, there were several issues that
concerned me and which I thought did not comply with California law, such as not being paid

1 properly and not getting proper meal periods and rest breaks. Even though I believed the company
2 might be violating California law, I did not take action while employed because I did not want to
3 risk losing my job or being treated differently as a whistleblower. However, in January 2021, I
4 was terminated in connection with a COVID-related illness (a termination which I believed to be
5 improper and potentially discriminatory). After that happened, and even though I was unsure if
6 I wanted to bring a lawsuit because of the risk of stepping forward as a whistle blower (since this
7 could jeopardize my livelihood in the industry and make it difficult to find future jobs), I retained
8 Lauby, Mankin & Lauby LLP to move forward with a case because I did not think that myself or
9 the other employees were being treated correctly.

10 4. After retaining my attorneys, I understood that I had two options: I could pursue
11 my individual case – including claims for discrimination and wrongful termination (as discussed
12 below) – and attempt to maximize my personal recovery, or I could bring a class/representative
13 action and put the interests of the class ahead of my own. The decision of whether to bring my
14 individual claims or to bring a class action put me in a tough spot, because on the one hand, I
15 wanted to hold the company accountable for how they treated me and, on the other hand, I
16 wanted to help other employees that were not paid correctly. And I knew that, if I wanted to
17 bring a class action, I would need to put the interests of the class first to better serve the class. In
18 the end, in the interest of helping all employees that were subjected to the wage violations, I
19 decided to help everyone by bringing a class/representative action.

20 5. Since first initiating this action, I estimate that I have spent at least sixty (60) hours
21 engaged in activities to benefit the class. I have assisted my attorneys in numerous ways, including
22 helping to explain and discuss the company's practices and their general practices and procedures,
23 locating and analyzing company documents, and communicating with other class members. These
24 efforts occurred through numerous meetings with Class Counsel, telephone conferences, letters,
25 emails, and text communications. I also assisted in preparation for mediation and helped obtain a
26 positive result for the class.

27 6. In this case, I am not requesting a service award from the class action settlement
28 amount because I negotiated a separate (lower five figure) individual settlement in exchange for

1 giving up all of my individual claims against Deckers which were not included in this case. I
2 understood that agreeing to the individual settlement, and compromising on the value of my
3 claims, was required in order to obtain the class action settlement. My attorneys inform me that
4 the separate individual settlement was previously disclosed to the Court in connection with the
5 motion for preliminary approval.

6 7. For instance, this case is limited to claims for unpaid vacation time, underpaid
7 sick time, and wage statement violations. My case initially had a lot more claims, such as the
8 ones I was most bothered by like underpayment of overtime and failure to provide proper meal
9 and rest breaks, but I had to dismiss them because of a case that was filed before mine (the Foster
10 case) which was already going through a class action settlement.

11 8. I believed that the value of these separate claims was very large since I had 4
12 years of overtime and meal/rest claims. In fact, I believe that the unpaid wage, meal/rest break,
13 and related claims had a value of almost \$40,000. During the relevant period, I worked
14 approximately 200 workweeks (50 weeks per year) and approximately 1,000 shifts (roughly 250
15 shifts per year) at an average rate of \$28.50 per hour over that time period. I believe that I was
16 denied compliant meal periods and rest breaks on 50% of my shifts, so this equates to alleged
17 unpaid wage premiums of \$28,500. I also believe that the company miscalculated my overtime
18 which resulted in about \$2,500 in unpaid overtime. And, lastly, I understand that the company
19 could be liable for a penalty for failing to pay all wages when I left the company, calculated by
20 multiplying my final hourly rate (\$29) by the average hours I worked per day (about 9),
21 multiplied again by 30 days – which comes out to \$7,830. The individual settlement amount is
22 confidential, but the value I received in the settlement is far less than the value of the wage/hour
23 claims alone, plus I have separate individual wrongful termination claims as discussed below.

24 9. I was also required to give up any separate claims for wrongful termination
25 and/or discrimination in relation to the way I was fired due to COVID. The termination caused
26 me significant financial hardship along with emotional distress due to being unemployed during
27 the COVID pandemic. It is difficult to place a value on such a claim but I believe that the lost
28 wages alone amounted to more than \$5,000 and the emotional distress was significant.

10. I respectfully request that the Court approve this class action settlement. I agreed to set aside my personal interests, and to put the interests of the class ahead or on par with my own. In doing so, and by successfully bringing this case as a class action, I helped to obtain a highly beneficial settlement for the class members.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 11, 2022, at Riverside, California.

By: Joe A Guzman
Joe A Guzman (Aug 11, 2022 16:48 PDT)
Joe Guzman