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Attorneys for Plaintiffs

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

JUAN CHAVEZ and DITZA ORTIZ,
individually, and on behalf of aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA");

Plaintiffs,

v.

DECKERS OUTDOOR CORPORATION, a
California corporation; DECKERS RETAIL,
LLC, California limited liability company;
EMPLOYBRIDGE, LLC / REAL TIME
STAFFING SERVICES, LLC DBA
PROLOGISTIX AND SELECT STAFFING,
a California limited liability company;
PARTNERS PERSONNEL –
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive;

Defendants.

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
12/26/2023

Darrel E. Parker, Executive Officer

BY Vega, Jessica

Deputy Clerk

Case No.: 23CV04874

Assigned For All Purposes to:
Honorable Colleen K. Sterne
Department 5

**JOINT STIPULATION AND
~~[PROPOSED]~~ APPROVAL ORDER
GRANTING PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AND RELEASE
AGREEMENT**

Complaint Filed: November 2, 2023
Trial Date: None Set

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2 GARRETT V. JENSEN (SBN 242874)
3 ROBYN E. FRICK (SBN 246927)

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9 *ProLogistix and Select Staffing*

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17 TIMOTHY B. NELSON (SBN 235279)

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19 925 Highland Pointe Drive, Suite 300
20 Roseville, California 95678
21 Telephone: (916) 960-2211

22 *Attorneys for Defendant Partners Personnel – Management Services, LLC*

1 Plaintiffs Juan Chavez and Ditzia Ortiz (“Plaintiffs,” “Plaintiff Chavez,” and
2 “Plaintiff Ortiz”), on behalf of themselves and other current and former aggrieved employees,
3 and Deckers Outdoor Corporation (“Deckers Outdoor”), Deckers Retail, LLC (“Deckers
4 Retail”), EmployBridge, LLC / Real Time Staffing Services, LLC dba ProLogistix and Select
5 Staffing (“Real Time”), and Partners Personnel – Management Services, LLC (“Partners
6 Personnel”) (Deckers Outdoor, Deckers Retail, Real Time, and Partners Personnel
7 collectively, “Defendants”), by and through their counsel of record, hereby stipulate as
8 follows for purposes of settling this action:

9 1. Pursuant to Labor Code section 2698, *et seq.* (Private Attorneys General Act
10 of 2004 (“PAGA”)), on September 19, 2022, April 6, 2023, July 31, 2023, and October 31,
11 2023, Plaintiff Chavez and Plaintiff Ortiz provided written notice to the California Labor and
12 Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the
13 Labor Code they contend were violated and theories supporting their contentions.

14 2. On November 2, 2023, Plaintiffs filed a representative PAGA action against
15 Defendants in the Superior Court of California, County of Santa Barbara (Case No.
16 23CV04874), alleging that two (2) groups of aggrieved employees consisting of current or
17 former hourly-paid or non-exempt employees of Defendants who worked for Defendants
18 within the State of California at any time during the relevant time periods had suffered Labor
19 Code violations during their employment with Defendants.

20 3. Plaintiffs and Defendants (collectively, “Parties”) have engaged in discovery
21 and exchange of information, investigations, and negotiations, resulting in Defendants
22 producing several relevant documents, including, but not limited to, personnel records,
23 employee handbooks, policy documents, and time and payroll records.

24 4. After engaging in discovery, investigations, and negotiations, the Parties
25 reached an agreement on the settlement of the claims, memorialized in the Joint Stipulation
26 of Settlement and Release of PAGA Action (“Settlement Agreement,” “Settlement,” or
27 “Agreement”).

1 5. Attached hereto as **Exhibit 1** is the fully executed Settlement Agreement
2 setting forth the terms of the settlement. Attached as **Exhibit A** to the Settlement Agreement
3 is the letter that will be sent to all Settlement Group Members in Settlement Group 1 to provide
4 them with notice of the settlement and information regarding their Individual Settlement
5 Payments. Attached as **Exhibit B** to the Settlement Agreement is the letter that will be sent to
6 all Settlement Group Members in Settlement Group 2 to provide them with notice of the
7 settlement and information regarding their Individual Settlement Payments.

8 6. The Gross Settlement Amount agreed to in the Settlement is \$950,000 for
9 Settlement Group 1 and \$60,000 for Settlement Group 2 (totaling \$1,010,000), subject to
10 Court approval.

11 7. PAGA Counsel shall receive \$361,000 for Settlement Group 1 and \$22,800
12 for Settlement Group 2 (totaling \$383,800), which is thirty-eight (38%) of the total Gross
13 Settlement Amount, as the attorneys' fees, subject to Court approval.

14 8. On or about December 13, 2023, Plaintiffs provided notice of the Agreement
15 to the LWDA by electronically submitting a copy of the Agreement.

16 9. WHEREAS, attached hereto as **Exhibit 2** is the email confirmation from the
17 LWDA regarding the submission of the Agreement.

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1 WHEREFORE, IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES
2 HERETO, THROUGH THEIR RESPECTIVE COUNSEL, AS FOLLOWS: The Settlement
3 is fair, adequate, and reasonable, as it represents a reasoned compromise reached through
4 arm's-length negotiations and considers the risks, complexity, and expense of litigation.

5
6 Dated: December 13, 2023

JUSTICE LAW CORPORATION

7
8 By: 
9 DOUGLAS HAN
10 SHUNT TATAVOS-GHARAJEH
11 WILLIAM WILKINSON
12 *Attorneys for Plaintiffs*

13
14 Dated: December 13, 2023

CDF LABOR LAW LLP

15 By: 
16 DAVID G. HAGOPIAN
17 GARRETT V. JENSEN
18 ROBYN E. FRICK
19 *Attorney for Defendant Real Time*

20
21 Dated: December 12, 2023

**STRADLING YOCCA CARLSON
& RAUTH**

22 By: 
23 JEFFREY A. DINKIN
24 JARED SPEIER
25 *Attorney for Defendants Deckers*
26 *Outdoor and Deckers Retail*

27
28 Dated: _____

MEDINA McKELVEY LLP

By: _____
TIMOTHY B. NELSON
Attorney for Defendant Partners
Personnel

1 WHEREFORE, IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES
2 HERETO, THROUGH THEIR RESPECTIVE COUNSEL, AS FOLLOWS: The Settlement
3 is fair, adequate, and reasonable, as it represents a reasoned compromise reached through
4 arm's-length negotiations and considers the risks, complexity, and expense of litigation.

5
6 Dated: _____

JUSTICE LAW CORPORATION

7
8 By: _____
9 DOUGLAS HAN
10 SHUNT TATAVOS-GHARAJEH
11 WILLIAM WILKINSON
12 *Attorneys for Plaintiffs*

13
14 Dated: _____

CDF LABOR LAW LLP

15
16 By: _____
17 DAVID G. HAGOPIAN
18 GARRETT V. JENSEN
19 ROBYN E. FRICK
20 *Attorney for Defendant Real Time*

21
22 Dated: _____

**STRADLING YOCCA CARLSON
& RAUTH**

23
24 By: _____
25 JEFFREY A. DINKIN
26 JARED SPEIER
27 *Attorney for Defendants Deckers*
28 *Outdoor and Deckers Retail*

Dated: December 5, 2023

MEDINA McKELVEY LLP

By:  _____
TIMOTHY B. NELSON
Attorney for Defendant Partners
Personnel

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Having duly considered the above stipulation, and good cause appearing, **IT IS**
3 **HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

4 1. All the defined terms contained herein shall have the same meaning as set
5 forth in the Settlement Agreement.

6 2. Plaintiffs' Complaint for Civil Penalties for Violation of Labor Code section
7 2698, *et seq.* that was filed on November 2, 2023 asserts a single cause of action pursuant to
8 Labor Code section 2698, *et seq.* (PAGA) ("Action").

9 3. The Court finds Plaintiffs have satisfied the prerequisites under Labor Code
10 section 2699.3(a), including and not limited to providing notice to the LWDA and Defendants
11 of the specific provisions of the Labor Code Plaintiffs alleged Defendants violated as well as
12 the facts and theories supporting the alleged violations. The Court finds the LWDA was
13 provided notice of the wage-and-hour and payroll practices and facts alleged in the complaint,
14 including *inter alia*, by way of written correspondence on September 19, 2022, April 6, 2023,
15 July 31, 2023, and October 31, 2023.

16 4. The "Settlement Group 1" covered under the Settlement Agreement consists
17 of the following individuals: current or former hourly-paid or non-exempt employees of
18 Deckers Outdoor who worked directly for Deckers Outdoor within the State of California or
19 were assigned by either Real Time or Partners Personnel to temporarily work for Deckers
20 Outdoor within the State of California any time during the period from September 19, 2021
21 through December 12, 2023 or the date of PAGA approval, whichever date occurs first
22 ("Settlement Group 1," "Settlement Group Members," and "PAGA Period 1").

23 5. The "Settlement Group 2" covered under the Settlement Agreement consists
24 of the following individuals: current or former hourly-paid or non-exempt employees of
25 Deckers Retail who directly worked for Deckers Retail within the State of California at any
26 time during the period from April 6, 2022 through December 12, 2023 or the date of PAGA
27 approval, whichever date occurs first ("Settlement Group 2," "Settlement Group Members,"
28 and "PAGA Period 2").

1 6. The Court finds the Parties reached the Settlement Agreement as the result of
2 arm's-length negotiations.

3 7. The Court considered the Settlement and the monetary allocations provided
4 thereby and finds that they are fair, just, reasonable, and adequate.

5 8. The Court approves the payments of \$361,000 for Settlement Group 1 and
6 \$22,800 for Settlement Group 2 (totaling \$383,800) to PAGA Counsel as the attorneys' fees.
7 Defendants shall pay these amounts in accordance with this Order and Judgment and the
8 Settlement Agreement.

9 9. The Court approves the payments of \$23,514.85 for Settlement Group 1 and
10 \$1,485.15 for Settlement Group 2 (totaling \$25,000) as the attorneys' costs. Defendants shall
11 pay these amounts in accordance with this Order and Judgment and the Settlement Agreement.

12 10. The Court approves the payment of \$10,000 that will be paid to each Plaintiff
13 for Settlement Group 1 and Settlement Group 2 respectively (totaling \$20,000) as the
14 Enhancement Awards for their time and effort and for the risk they undertook in bringing and
15 prosecuting the Action. Defendants shall pay these amounts in accordance with this Order and
16 Judgment and the Settlement.

17 11. The Court approves the payment of up to \$28,217.82 for Settlement Group 1
18 and \$1,782.18 for Settlement Group 2 (totaling \$30,000) to ILYM Group, Inc., the Court-
19 approved Administrator, as the Administration Costs for the costs of administering the
20 Settlement. Defendants shall pay these amounts in accordance with this Order and Judgment
21 and the Settlement.

22 12. Pursuant to Labor Code section 2699(l), the Court has reviewed the sum
23 allocated for payment of penalties under PAGA ("Net Settlement Amount"). The Court
24 determined the Net Settlement Amount is fair, just, reasonable, and adequate, and hereby
25 approves the Net Settlement Amount. The Net Settlement Amount shall be the portion of the
26 Gross Settlement Amount remaining after the above-approved Attorneys' Fees and Costs,
27 Administration Costs, and Enhancement Awards are paid, which is currently estimated to be
28 \$551,200. Seventy-five percent (75%) of the Net Settlement Amount (\$413,400) will be paid

1 to the LWDA, and twenty-five percent (25%) of the Net Settlement Amount (\$137,800) will
2 be paid to the Settlement Group Members using the formulas set forth in the Settlement
3 Agreement. Defendants shall pay these amounts in accordance with this Order and Judgment
4 and the Settlement Agreement.

5 13. The Parties to this Action are directed to perform in accordance with the terms
6 set forth in the Settlement Agreement.

7 14. The Court directs the Administrator to administer the Settlement and to make
8 the payments as provided for in the Settlement and by this Order and Judgment.

9 15. The Court further finds that PAGA does not require that notice of the
10 Agreement be provided to the Settlement Group Members. However, the Administrator is
11 ordered to distribute payments to the Settlement Group Members with cover letters. The Court
12 has reviewed and approved the letters, which will be distributed to the Settlement Group
13 Members along with their Individual Settlement Payments.

14 16. The PAGA List will be provided to the Administrator within twenty-one (21)
15 calendar days of Defendants receiving written notification that the Court granted approval of
16 the Settlement. The PAGA List is the information for each Settlement Group Member which
17 Defendants shall compile from their business records and provide to the Administrator for
18 purposes of providing notice of the Settlement to the Settlement Groups. The PAGA List shall
19 be in a readable, ready to use, Microsoft Excel spreadsheet, which will provide for each
20 Settlement Group Member, the following information: (a) full name; (b) last-known mailing
21 address; (c) telephone number(s); (d) Social Security Number; and (e) number of pay periods
22 and workweeks employed as a Settlement Group Member during the PAGA Periods.

23 17. Within seven (7) calendar days of the Effective Date (as defined in the
24 Agreement), the Administrator will provide Defendants with its bank wire instructions to
25 establish the Qualified Settlement Fund (QSF). Within thirty (30) calendar days of the
26 Effective Date, Defendants shall transmit the Gross Settlement Amount to the Administrator.

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1 18. Within forty-five (45) calendar days of the Effective Date, the Administrator
2 will pay: (a) Individual Settlement Payments to Settlement Group Members via first-class
3 regular U.S. Mail; (b) Court-awarded Attorneys' Fees and Costs to PAGA Counsel; (c) Court-
4 approved LWDA Payment to the LWDA; (d) Court-approved Enhancement Awards to
5 Plaintiffs (if any); and (e) Court-awarded Administration Costs to the Administrator.

6 19. Settlement Group Members shall have one hundred eighty days (180)
7 calendar to cash their settlement checks. Any funds associated with uncashed checks after one
8 hundred eighty (180) calendar days will be sent to the *cy pres* recipient California Family Life
9 Center – Empower Youth (Hemet), a Hemet non-profit organization providing family
10 counseling and support services for at-risk children and youth, or other 501(c)(3) organization
11 approved by the Court.

12 20. Plaintiffs, LWDA, and Settlement Group Members are hereby bound by the
13 Settlement and its associated release of the Released Claims (as defined in the Agreement).

14 21. Settlement Group Members shall not have the right to opt out of or object to
15 the Settlement. There will also be no claims process and no reversion.

16 22. Upon the Court's approval of the Agreement and payment of all sums
17 required by the Agreement, Plaintiffs shall file a request for dismissal of this matter in its
18 entirety as to Defendants with prejudice.

19 23. The Court shall retain jurisdiction as to the implementation and enforcement
20 of the terms of the Settlement.

21 24. Notice of this Order and Judgment shall be given to the LWDA by submission
22 through the online system established for the filing of notices and documents within ten (10)
23 calendar days after its entry in conformity with Labor Code section 2699(l).

24
25 Date: 12/26/2023



26 for Honorable Colleen K. Sterne
27 Judge of the Superior Court
28

EXHIBIT 1

1 JUSTICE LAW CORPORATION

2 Douglas Han, State Bar No. 232858
3 dhan@justicelawcorp.com
4 Shunt Tatavos-Gharajeh, State Bar No. 272164
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11 Garrett V. Jensen, State Bar No. 242874
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Attorneys for Defendant EMPLOYBRIDGE, LLC / REAL
TIME STAFFING SERVICES, LLC dba PROLOGISTIX
and SELECT STAFFING

15 STRADLING YOCCA CARLSON & RAUTH

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Attorneys for Defendant DECKERS OUTDOOR
CORPORATION and DECKERS RETAIL, LLC

21 MEDINA McKELVEY LLP

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23 tim@medinamckelvey.com
24 925 Highland Pointe Drive, Suite 300
25 Roseville, California 95678
26 Telephone: (916) 960-2211

Attorneys for Defendant PARTNERS PERSONNEL -
MANAGEMENT SERVICES, LLC

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Plaintiffs,
vs.

Defendants.

[illegible]

1 This Joint Stipulation of Settlement and Release of PAGA Action (“Agreement”) is made
2 and entered into between Plaintiffs Juan Chavez and Ditzza Ortiz (“Plaintiffs,” “Plaintiff Chavez,”
3 and “Plaintiff Ortiz”), individually and on behalf of the proposed Settlement Groups, (defined
4 below), and Defendants Deckers Outdoor Corporation (“Deckers Outdoor”), Deckers Retail, LLC
5 (“Deckers Retail”), EmployBridge, LLC / Real Time Staffing Services, LLC dba ProLogistix and
6 Select Staffing (“Real Time”), and Partners Personnel – Management Services, LLC (“Partners
7 Personnel”) (Deckers Outdoor, Deckers Retail, Real Time, and Partners Personnel collectively,
8 “Defendants”). This Agreement is subject to approval of the Court and is made for the sole purpose
9 of attempting to consummate settlement of the Action (as defined below) on a PAGA basis subject
10 to the following terms and conditions. As detailed below, if the Court does not enter an order granting
11 approval of the PAGA Settlement (as defined below) and enter judgment, or the conditions precedent
12 are not met for any reason, this Agreement is void and of no force or effect whatsoever.

13 1. **DEFINITIONS**

14 As used in this Agreement, the following terms shall have the meanings specified below. To
15 the extent terms or phrases used in this Agreement are not specifically defined below, but are defined
16 elsewhere in this Agreement, they are incorporated by reference into this definition section.

17 1.1 **Action**. “Action” shall mean: (a) this civil action titled *Juan Chavez, et al., v.*
18 *Deckers Outdoor Corporation, et al.*, Santa Barbara County Superior Court Case No. Case No.
19 23CV04874, filed on or about November 2, 2023, and the underlying PAGA Notices sent to the
20 Labor and Workforce Development Agency (“LWDA”) by Plaintiffs on September 19, 2022, April
21 6, 2023, July 31, 2023, and October 31, 2023.

22 1.2 **Administrator**. “Administrator” shall mean ILYM Group, Inc., the third-party
23 administrator selected by the Parties and to be approved by the Court, which the Parties have agreed
24 will be responsible for administration of the Settlement and related matters. The Administration
25 Costs are estimated to not exceed the combined gross sum of \$28,217.82 for Settlement Group 1 and
26 \$1,782.18 for Settlement Group 2 (totaling \$30,000).

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1 1.3 **Approval and Fairness Hearing.** “Approval and Fairness Hearing” shall mean
2 the hearing held to ascertain the fairness, reasonableness, and adequacy of the PAGA Settlement. At
3 this hearing, the Court will consider PAGA Counsel’s application for Attorneys’ Fees and Costs,
4 Enhancement Awards, Administration Costs, and approval of the LWDA Payment. The Joint
5 Stipulation and [Proposed] Approval Order Granting PAGA Settlement and Release Agreement is
6 attached, in substantial form, as **Exhibit C**.

7 1.4 **Approval Date.** “Approval Date” shall mean the date upon which the Court
8 enters an order granting approval of the PAGA Settlement and enters Judgment.

9 1.5 **Attorneys’ Fees and Costs.** “Attorneys’ Fees and Costs” shall mean attorneys’
10 fees and costs to be requested and subject to approval by the Court at the time of the Approval
11 Hearing in an amount not to exceed the combined gross sum of \$361,000 for Settlement Group 1
12 and \$22,800 for Settlement Group 2 (totaling \$383,800), which is thirty-eight (38%) of the total
13 Gross Settlement Amount, and costs not to exceed the combined gross sum of \$23,514.85 for
14 Settlement Group 1 and \$1,485.15 for Settlement Group 2 (totaling \$25,000).

15 1.6 **Claims.** “Claims” shall mean the claims and theories alleged and causes of action
16 alleged in the Action, or that could have been alleged in the Action, including the PAGA penalties
17 alleged in the Action.

18 1.7 **Court.** “Court” shall mean the Superior Court of California, County of Santa
19 Barbara.

20 1.8 **Defendants.** “Defendants” shall mean Deckers Outdoor Corporation, Deckers
21 Retail, LLC, EmployBridge, LLC / Real Time Staffing Services, LLC dba ProLogistix and Select
22 Staffing, and Partners Personnel – Management Services, LLC.

23 1.9 **Defense Counsel.** “Defense Counsel” shall mean Jeffrey Dinkin and Jared Speier
24 of Stradling Yocca Carlson & Rauth, 800 Anacapa, Suite A, Santa Barbara, California 93101, David
25 G. Hagopian and Garrett V. Jensen of CDF Labor Law LLP, 18300 Von Karman Avenue, Suite 800,
26 Irvine, California 92612, and Timothy Nelson of Medina McKelvey LLP, 925 Highland Pointe
27 Drive, Suite 300, Roseville, California 95678.

28 ///

1.10 **Effective Date.** “Effective Date” shall be the later of the time when: (a) the date of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant; (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part; (c) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (d) if no appeal is filed, the sixty-first (61st) day after the Court enters final approval of the settlement and the Judgment approving this Agreement.

1.11 **Enhancement Awards.** “Enhancement Awards” means a monetary award subject to Court approval of up to \$10,000 that will be paid to each Plaintiff for Settlement Group 1 and Settlement Group 2 respectively (totaling \$20,000) in exchange for a general release of claims.

1.12 **Gross Settlement Amount.** “Gross Settlement Amount” means the agreed upon settlement amount for \$950,000 for Settlement Group 1 and \$60,000 for Settlement Group 2 (totaling \$1,010,000), to be paid by Defendants in full settlement of the Released Claims asserted in this case, which includes the Attorneys’ Fees and Costs, Administration Costs, Enhancement Awards to Plaintiffs (if any), and LWDA Payment, and Individual Settlement Payments. Defendants shall not be required to pay more than the Gross Settlement Amount. Defendants are not jointly or severally liable for the Gross Settlement Amount.

1.13 **Individual Settlement Payment.** “Individual Settlement Payment(s)” shall mean the proportionate share of the Net Settlement Amount to be distributed to each Settlement Groups Member based on the number of his or her work weeks worked in the PAGA Periods in relation to the aggregate number of work weeks worked by the Settlement Groups during the PAGA Periods.

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1.14 **Net Settlement Amount.** “Net Settlement Amount” or “NSA” shall mean the Gross Settlement Amount, minus the Court-approved amounts awarded for the Attorneys’ Fees and Costs, Administration Costs, Enhancement Awards to Plaintiffs (if any), and LWDA Payment. The Parties intend that the NSA shall be sufficient to pay all valid claims of Settlement Group Members. Accordingly, if for any reason the total value of Individual Settlement Payments to Settlement Group Members exceeds this amount, then payment to each Settlement Group Member will be adjusted on a pro-rated basis so that the total payout to Settlement Group Members does not exceed the NSA.

1.15 **PAGA.** “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2699, *et seq.*

1.16 **PAGA List.** “PAGA List” shall mean the information for each Settlement Group Member which Defendants shall compile from their business records and provide to the Administrator for purposes of providing notice of the Settlement to the Settlement Groups. The PAGA List shall be in a readable, ready to use, Microsoft Excel spreadsheet, which will provide for each Settlement Group Member, the following information: (a) full name; (b) last-known mailing address; (c) telephone number(s); (d) Social Security Number; (e) number of pay periods and workweeks employed as a Settlement Group Member during the PAGA Periods. The PAGA List will be provided to the Administrator within twenty-one (21) calendar days of Defendants receiving written notification that the Court granted approval of the Settlement.

1.17 **PAGA Counsel.** “PAGA Counsel” refers to Justice Law Corporation, 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103.

1.18 **PAGA Period 1.** “PAGA Period 1” means the period from September 19, 2021 through December 12, 2023 or the date of PAGA approval, whichever date occurs first.

1.19 **PAGA Period 2.** “PAGA Period 2” means the period from April 6, 2022 through December 12, 2023 or the date of PAGA approval, whichever date occurs first.

1.20 **PAGA Release.** See Released Claims.

1.21 **Parties.** “Parties” shall mean Plaintiffs (as defined below) and Defendants.

1.22 **Plaintiffs.** “Plaintiffs” and “PAGA Representatives” shall mean Plaintiff Chavez and Plaintiff Ortiz.

1.23 **Released Claims.** “Released Claims” shall mean all claims and theories that were set forth, or that could have been set forth based on the facts alleged in the Action during the PAGA Periods, pursuant to *Huff v. Securitas Services USA, Inc.* (2018) 25 Cal.App.5th 745, including, but not limited to, under Labor Code sections 200-204, 210, 212, 213, 218.5, 221, 223, 226, 226.3, 226.7, 246, 432.5, 500, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800-2802, 2698 *et seq.*, and related IWC Wage Orders, based on the various theories of liability, including, but not limited to: (a) failure to pay all minimum and overtime wages; (b) failure to provide and/or pay sick pay, including at the regular rate of pay; (c) failure to provide meal periods; (d) failure to provide rest periods; (e) failure to provide accurate wage statements; (f) failure to issue wages in a legally-permissible manner; (g) failure to pay all wages owing during employment; (h) failure to pay wages upon termination; and (i) failure to reimburse business expenses.

1.24 **Released Parties.** “Released Parties” shall mean Defendants, and includes any of their officers, directors, executives, partners, managers, owners, shareholders, members, employees, agents, attorneys, any of their former and present parents, subsidiaries, successors, assigns and affiliates and related entities, and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives, including, but not limited to, EmployBridge, LLC.

1.25 **Settlement.** “Settlement” shall mean the settlement between Parties, which is memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

1.26 **Settlement Group 1.** “Settlement Group 1” shall mean current or former hourly-paid or non-exempt employees of Deckers Outdoor who worked directly for Deckers Outdoor within the State of California or were assigned by either Real Time or Partners Personnel to temporarily work for Deckers Outdoor within the State of California any time during PAGA Period 1. Defendants estimate there are about 7,272 Settlement Group Members in Settlement Group 1 that worked around 120,000 pay periods from September 19, 2021 through September 13, 2023.

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1.27 **Settlement Group 2.** “Settlement Group 2” shall mean current or former hourly-paid or non-exempt employees of Deckers Retail who directly worked for Deckers Retail within the State of California at any time during PAGA Period 2. Defendant estimates there are about 375 Settlement Group Members in Settlement Group 2 that worked around 6,000 pay periods from April 6, 2022 through September 13, 2023.

1.28 **Settlement Group Members.** “Settlement Group Members” shall mean members of Settlement Group 1 or Settlement Group 2.

1.29 **Settlement Letter 1.** “Settlement Letter 1” shall mean the letter accompanying the Individual Settlement Payments sent to members of Settlement Group 1 attached, in substantial form in English and Spanish, as **Exhibit A.**

1.30 **Settlement Letter 2.** “Settlement Letter 2” shall mean the letter accompanying the Individual Settlement Payments sent to members of Settlement Group 2 attached, in substantial form in English and Spanish, as **Exhibit B.**

2. **FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

2.1 On September 19, 2022, Plaintiff Chavez submitted a letter to the LWDA alleging that Defendants subjected him and other current and former hourly-paid or non-exempt employees of Defendants within the State of California to certain violations under the Labor Code, including sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

2.2 On September 28, 2022, Plaintiff Chavez filed a representative PAGA action in the Superior Court of California, County of San Francisco, seeking civil penalties and attorneys’ fees based on the above-mentioned violations.

2.3 On April 6, 2023, Plaintiff Ortiz submitted a letter to the LWDA alleging that Defendants subjected her and other current and former hourly-paid or non-exempt employees of Defendants within the State of California to certain violations under the Labor Code, including sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

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2.4 On July 31, 2023, Plaintiff Ortiz submitted an amended letter to the LWDA naming the DOE employer DOE 1 as Deckers Retail, LLC.

2.5 After evaluating the strengths and weaknesses of their positions, considering the time, expense, and risk associated with litigating the Lawsuit to judgment, and engaging in arm's-length settlement negotiations at an all-day mediation session on September 13, 2023 with the mediator Paul Grossman, the Parties agreed to fully and finally settle any and all claims in this matter up to and through the PAGA Periods.

2.6 In line with the Settlement, Plaintiff Chavez dismissed his representative PAGA action in the Superior Court of California, County of San Francisco. Thereafter, on October 31, 2023, Plaintiff Chavez submitted an amended letter to the LWDA. Then, on November 2, 2023, Plaintiffs filed a representative PAGA action in the Superior Court of California, County of Santa Barbara.

2.7 The Parties and their respective counsel believe this Agreement reflects a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement as a result of arms'-length negotiations, facilitated by an experienced and neutral mediator, taking into account all relevant factors, present and potential.

3. ALLEGATIONS OF THE PAGA REPRESENTATIVE AND BENEFITS OF THE SETTLEMENT

3.1 The investigation and extensive exchange of information and informal discovery conducted in this matter, as well as discussions between counsel have been adequate to give and PAGA Counsel an understanding of the merits of the Parties' respective positions and to evaluate the worth of the claims of the Settlement Groups. The information and data exchanged by the Parties prior to and during mediation and settlement negotiations are sufficient to reliably assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.

3.2 The Parties recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendants through trial and through appeals. PAGA Counsel has considered the uncertain outcome of the litigation, risk of continued litigation in complex actions such as this, as well as difficulties and delays inherent in such litigation and trying the claims of the Settlement Groups. PAGA Counsel believes that the Settlement set forth

1 in this Agreement confers substantial benefits upon Plaintiffs and the Settlement Group Members
2 and that an independent review of this Agreement by the Court in the approval process will confirm
3 this conclusion. Based on their own independent investigation and evaluation, PAGA Counsel has
4 determined that the Settlement set forth in the Agreement is in the best interests of Plaintiffs and the
5 Settlement Group Members.

6 4. **NO ADMISSION OF ANY LIABILITY**

7 4.1 Nothing herein shall constitute any admission by Defendants of wrongdoing or
8 liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any
9 admission by Defendants regarding the merits of the Claims in this Action. Nothing herein shall
10 constitute an admission by Defendants that the Action was properly brought as a representative
11 action other than for settlement purposes. To the contrary, Defendants have denied and continue to
12 deny each and every material factual allegation and all Claims.

13 4.2 Nothing in this Agreement nor any action taken or made in implementation
14 thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged,
15 issued, or used during the course of the negotiations leading to the Agreement, is intended by the
16 Parties to, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any
17 way in this case or any other judicial, arbitral, administrative, investigative or other forum or
18 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
19 regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding
20 the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the
21 interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the
22 Court entered in connection therewith.

23 4.3 The Parties agree that Plaintiffs' motion for approval of the Settlement and
24 Defendants' agreement thereto is for purposes of the Settlement only. If, for any reason, the
25 Settlement is not approved, this Agreement will not be admissible in this or any other proceeding as
26 evidence that: (a) the Action should proceed forward; or (b) Defendants are liable to Plaintiffs or the
27 Settlement Group Members as Plaintiffs alleged. If this Agreement is not approved by the Court or
28 any appellate court, is terminated, or otherwise fails to be enforceable, Defendants will not be

deemed to have waived, limited, or affected in any way any of their objections or defenses in the Action, including, but not limited to, their ability to move to compel arbitration, raise defenses in opposition to the Action, contest the merits of the claims and theories alleged, etc.

5. **SETTLEMENT CONSIDERATION**

5.1 **Gross Settlement and Net Settlement Amounts and Distribution.** The Gross Settlement Amount and other actions and forbearances taken by Defendants shall constitute adequate consideration for the Settlement and will be made in full and final settlement of the: (a) Released Claims; (b) Attorneys' Fees and Costs; (c) Administration Costs; (d) LWDA Payment; (e) Enhancement Awards to Plaintiffs (if any), and (d) Individual Settlement Payments to Settlement Group Members, and any other obligation of Defendants under this Agreement.

5.2 **Payments to Settlement Group Members.** Each Settlement Group Member shall be eligible to receive an Individual Settlement Payment. The Parties understand that Settlement Group Members who receive an Individual Settlement Payment pursuant to this Agreement shall be solely responsible for any and all other individual tax obligations associated with the payment. Individual Settlement Payments shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income. Thus, an IRS Form 1099 will be issued to each Settlement Group Member in connection with his or her Individual Settlement Payment if it is \$600 or more.

5.2.a. The portion of the Gross Settlement Amount remaining after the total Attorneys' Fees and Costs for the Settlement Group 1, Enhancement Award for the Settlement Group 1, Administration Costs for the Settlement Group 1, and LWDA Payment for the Settlement Group 1 are paid shall be designated the "Net Settlement Amount 1," from which payments deemed to constitute a full and complete satisfaction of any and all claims in the Action for civil penalties under PAGA shall be made.

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1 5.2.b. The portion of the Gross Settlement Amount remaining after the total
2 Attorneys' Fees and Costs for the Settlement Group 2, Enhancement Award for the
3 Settlement Group 2, Administration Costs for the Settlement Group 2, and LWDA
4 Payment for the Settlement Group 2 are paid shall be designated the "Net Settlement
5 Amount 2," from which payments deemed to constitute a full and complete
6 satisfaction of any and all claims in the Action for civil penalties under PAGA shall
7 be made.

8 5.2.c. The Net Settlement Amount 1 will be paid to the Settlement Group 1 on a pro
9 rata basis. Each Settlement Group Member in Settlement Group 1 will receive a pro-
10 rated share of the Net Settlement Amount 1 based on the total number of workweeks
11 worked by the Settlement Group Member in Settlement Group 1. The maximum
12 amount that each Settlement Group Member in Settlement Group 1 is entitled to
13 receive is determined by multiplying the Net Settlement Amount 1 by a ratio that is
14 determined by dividing the total number of workweeks worked by the Settlement
15 Group Member in Settlement Group 1 by the total number of workweeks worked by
16 all Settlement Group Members in Settlement Group 1, as expressed in the following
17 formula:

18 Individual Settlement Payment = Net Settlement Amount 1 x (total number of
19 workweeks worked by the Settlement Group Member in Settlement Group 1
20 ÷ total number of workweeks worked by all Settlement Group Members in
Settlement Group 1).

21 5.2.c. The Net Settlement Amount 2 will be paid to the Settlement Group 2 on a pro
22 rata basis. Each Settlement Group Member in Settlement Group 2 will receive a pro-
23 rated share of the Net Settlement Amount 2 based on the total number of workweeks
24 worked by the Settlement Group Member in Settlement Group 2. The maximum
25 amount that each Settlement Group Member in Settlement Group 2 is entitled to
26 receive is determined by multiplying the Net Settlement Amount 2 by a ratio that is
27 determined by dividing the total number of workweeks worked by the Settlement
28 Group Member in Settlement Group 2 by the total number of workweeks worked by

all Settlement Group Members in Settlement Group 2, as expressed in the following formula:

Individual Settlement Payment = Net Settlement Amount 2 x (total number of workweeks worked by the Settlement Group Member in Settlement Group 2 ÷ total number of workweeks worked by all Settlement Group Members in Settlement Group 2).

5.3 **No Effect on Employee Benefits**. Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours, days, or weeks or service under any employee benefit plan, policy or bonus program sponsored by Defendants (or their affiliates, parents, or successors). Such amounts will not form the basis for additional contributions to, benefit under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs, if any. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendants' benefit plans, policies, or bonus programs, if any. Defendants retain the right to modify the language of their benefits plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Agreement are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement. Defendants do not consider the Individual Settlement Payments "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefits plan, policy, or bonus program, or any other plan or program sponsored by Defendants (or their affiliates, parents, or successors), if any.

5.4 **Attorneys' Fees and Costs**. As part of the motion for approval of the Settlement, PAGA Counsel may submit an application for an award of Attorneys' Fees and Costs. Defendants agree not to object to any such fee, cost, or expense application in line with this Agreement and in an amount not to exceed the combined gross sum of \$361,000 for Settlement Group 1 and \$22,800 for Settlement Group 2 (totaling \$383,800) for attorneys' fees and in an amount not to exceed the combined gross sum of \$23,514.85 for Settlement Group 1 and \$1,485.15 for Settlement Group 2

(totaling \$25,000) for recoverable costs. As a condition of this Settlement, PAGA Counsel has agreed to pursue fees and costs only in the manner reflected by this Agreement. Any Attorneys' Fees and Costs awarded by the Court shall be paid from the Gross Settlement Amount. If the PAGA Counsel voluntarily reduces the request for Attorneys' Fees and Costs or the Court awards less than as set forth above, the difference shall remain with the Net Settlement Amount. The Attorneys' Fees and Costs shall be treated as IRS Form 1099 income. Accordingly, the Administrator shall issue an IRS Form 1099 to PAGA Counsel in connection with its Attorneys' Fees and Costs.

The Attorneys' Fees and Costs approved by the Court shall encompass: (a) all work performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent the Settlement Groups through the date of this Agreement; (b) all work to be performed and costs to be incurred in connection with approval by the Court of the Settlement set forth in this Agreement; (c) all work to be performed and costs and expenses, if any, incurred in connection with administering the Class Settlement through the Effective Date; and (d) may be based on the Catalyst Theory and/or Common Fund Doctrine.

5.5 **Escalator Clause.** This Agreement was reached based on a total number of approximately 120,000 pay periods worked by Settlement Group Members for the time period from September 19, 2021 through September 13, 2023. If it is determined the number of pay periods for the time period September 19, 2021 through September 13, 2023 exceeds ten percent (10%) or more of 120,000 (*i.e.*, more than 132,000 pay periods), the Gross Settlement Amount of \$950,000 shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of pay periods increases by 11%, the Gross Settlement Amount of \$950,000 will increase by 1%).

This Agreement was reached based on a total number of approximately 6,000 pay periods worked by Settlement Group Members for the time period from April 6, 2022 through September 13, 2023. If it is determined the number of pay periods for the time period from April 6, 2022 through September 13, 2023 exceeds ten percent (10%) or more of 6,000 (*i.e.*, more than 6,600 pay periods), the Gross Settlement Amount of \$60,000 shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of pay periods increases by 11%, the Gross Settlement Amount of \$60,000 will increase by 1%).

1 6. **ADMINISTRATION COSTS AND EXPENSES**

2 6.1 **The Administrator's Costs and Expenses.** All costs and expenses due to the
3 Administrator in connection with its administration of the Settlement described in the Agreement,
4 including, but not limited to; (a) formatting, translating, and mailing the Settlement Letters and
5 Individual Settlement Payments; (b) performing a National Change of Address database search to
6 update Settlement Group Members addresses prior to the mailing; (c) performing skip-traces to
7 locate and update Settlement Group Members' addresses; (d) calculating and distributing Individual
8 Settlement Payments; and (e) performing other tasks requested by the Parties or the Court, among
9 other tasks as reflected within this Agreement, will be paid through the Gross Settlement Amount.

10 7. **FUNDING AND DISTRIBUTION**

11 7.1 **Funding of the Gross Settlement Amount.** Within seven (7) calendar days of
12 the Effective Date, the Administrator will provide Defendants with its bank wire instructions to
13 establish the Qualified Settlement Fund (QSF). Within thirty (30) calendar days of the Effective
14 Date, Defendants shall transmit the Gross Settlement Amount to the Administrator.

15 7.2 **Distribution of the Gross Settlement Amount.** Within forty-five (45) calendar
16 days of the Effective Date, the Administrator will pay: (a) Individual Settlement Payments to
17 Settlement Group Members via first-class regular U.S. Mail; (b) Court-awarded Attorneys' Fees and
18 Costs to PAGA Counsel; (c) Court-approved LWDA Payment to the LWDA; (d) Court-approved
19 Enhancement Awards to Plaintiffs (if any); and (e) Court-awarded Administration Costs to the
20 Administrator.

21 7.3 **Non-Cashed Settlement Checks.** Settlement Group Members shall have one
22 hundred eighty days (180) calendar to cash their settlement checks. Any funds associated with
23 uncashed checks after one hundred eighty (180) calendar days will be sent to the *cy pres* recipient
24 California Family Life Center – Empower Youth (Hemet), a Hemet non-profit organization
25 providing family counseling and support services for at-risk children and youth, or other 501(c)(3)
26 organization approved by the Court.

1 8. **NULLIFICATION OF THIS AGREEMENT**

2 8.1 **Non-Approval of the Agreement.** If (a) the Court should for any reason fail to
3 approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any reason
4 fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is reversed,
5 modified or declared or rendered void, then the Settlement shall be considered null and void, and
6 neither the Settlement nor any of the related negotiations or proceedings shall be of any force or
7 effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the
8 Settlement (and any related filings set forth in this Agreement) has been neither entered into nor filed
9 with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any
10 perceived defects in the Agreement to facilitate approval. If the Court awards less than the requested
11 amounts for Attorneys' Fees and Costs, Enhancement Awards to Plaintiffs (if any), Administration
12 Costs, or LWDA Payment, the difference shall become part of the Net Settlement Amount.

13 8.2 **Invalidation.** Invalidation of any material portion of the Settlement shall
14 invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the
15 remaining provisions of the Settlement are to remain in full force and effect.

16 8.3 **Stay Upon Appeal.** In the event of a timely appeal from the approval of the
17 Settlement and Judgment, the Judgment shall be stayed, and Defendants shall not be obligated to
18 fund the Gross Settlement Amount or take any other actions required by this Agreement until all
19 appeal rights have been exhausted by operation of law.

20 9. **MOTION OR STIPULATION FOR COURT APPROVAL**

21 9.1 **Approval.** PAGA Counsel will submit this Agreement to the Court along with a
22 Motion or Stipulation for an Order Granting Approval of the Settlement.

23 10. **RELEASES AND WAIVERS**

24 10.1 **Settlement Group Members' Release.** Upon the Effective Date, Plaintiffs,
25 Settlement Group Members, and State of California vis-à-vis the LWDA shall release the Released
26 Parties for the Released Claims for the PAGA Periods.

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1 **10.2 Release of Claims by Plaintiffs.** Plaintiffs, on behalf of themselves and their
2 heirs, executors, administrators, and representatives, shall and does forever release, discharge, and
3 agrees to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities,
4 obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,
5 demands, costs, losses, debt and expenses (including attorney fees and costs), known or unknown,
6 at law or in equity, which they may now have or may have after the signing of this Stipulation, arising
7 out of or in any way connected with their employment with or assignment at Defendants. This release
8 includes the Released Claims, claims that were asserted or could have been asserted in the
9 Complaint, Action, and any and all transactions, occurrences, or matters between the Parties.
10 Without limiting the generality of the foregoing, this release shall include, but not be limited to, any
11 and all claims under the: (a) Americans with Disabilities Act, as amended; (b) Title VII of the Civil
12 Rights Act of 1964, as amended; (c) Civil Rights Act of 1991; (d) 42 U.S.C. section 1981, as
13 amended; (e) Age Discrimination in Employment Act, as amended; (f) Fair Standards Act, as
14 amended; (g) Equal Pay Act; (h) Employee Retirement Income Security Act, as amended; (i)
15 Consolidated Omnibus Budget Reconciliation Act; (j) Rehabilitation Act of 1973; (k) Family and
16 Medical Leave Act; (l) Civil Rights Act of 1966; (m) Fair Employment and Housing Act; (n)
17 California Constitution; (o) Labor Code; (p) Government Code; (q) Civil Code; and (r) any and all
18 other federal, state, and local statutes, ordinances, regulations, rules and other laws, and any and all
19 claims based on constitutional, statutory, common law, or regulatory grounds as well as any other
20 claims based on the theories of wrongful or constructive discharge, breach of contract or implied
21 contract, fraud, misrepresentation, promissory estoppel, or intentional and/or negligent infliction of
22 emotional distress, or damages under any other federal, state or local statutes, ordinances,
23 regulations, rules, or laws. This release is for any and all relief, no matter how denominated,
24 including, but not limited to, overtime, wages, back pay, front pay, vacation pay, bonuses,
25 compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain
26 and suffering, and attorneys' fees and costs. Plaintiffs also forever release, discharge and agree to
27 hold harmless Defendants and the Released Parties from any and all claims for attorney fees and
28 costs arising out of the matters released in this Agreement.

1 Plaintiffs acknowledge they are aware and familiar with the provisions of section 1542 of the
2 Civil Code, or any other similar provision under federal or state law, which provides:

3 **A general release does not extend to claims which the creditor or releasing**
4 **party does not know or suspect to exist in his or her favor at the time of**
5 **executing the release and that, if known by him or her, would have**
6 **materially affected his or her settlement with the debtor or released party.**

7 Plaintiffs, being aware of section 1542, expressly waive and relinquish all rights and benefits
8 they may have under section 1542 as well as any other statutes or common law principles of a similar
9 effect. Plaintiffs may hereafter discover facts in addition to or different from those which they now
10 know or believe to be true with respect to the subject matter of all the claims referenced herein, but
11 stipulates and agrees that, upon the funding of the Gross Settlement Amount, Plaintiffs shall and
12 hereby do fully, and forever settle and release any and all claims against the Released Parties, known
13 or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could
14 have been asserted upon any theory of law or equity without regard to the subsequent discovery
15 existence of such different or additional facts.

16 11. **DUTIES OF THE PARTIES**

17 11.1 **Mutual Full Cooperation**. The Parties agree to cooperate fully with one another
18 to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not
19 be limited to, execution of such other documents and the taking of such other actions as may
20 reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts,
21 including all effects contemplated by this Agreement and any other efforts that may become
22 necessary by Court order or otherwise, to effectuate the terms of this Agreement. As soon as
23 practicable after execution of this Agreement, PAGA Counsel, with the cooperation of Defendants
24 and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final
25 approval of this Agreement.

26 11.2 **Duty to Support and Defend the Settlement**. The Parties agree to abide by all
27 the terms of the Settlement in good faith and to support the Settlement fully and to use their best
28 efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

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12. **MISCELLANEOUS PROVISIONS**

12.1 **Different Facts**. The Parties hereto, and each of them, acknowledge that, except for matters expressly represented herein, the facts in relation to the dispute and all claims released by the terms of this Agreement may turn out to be other than or different from the facts now known by each party and/or their counsel, or believed by such Party or counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this Agreement shall be in all respects effective and binding despite such difference.

12.2 **No Prior Assignments**. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged except as set forth herein.

12.3 **Media or Press**. Plaintiffs and Defendants, and their respective counsel, agree to limit public comment on this Settlement, the Action, and claims in the Action, stating that the matter has been resolved to the satisfaction of the Parties. Plaintiffs and Defendants, and their respective counsel shall not initiate public comment and/or discuss with or present to the media or press.

12.4 **Construction**. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that this Agreement is not to be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Agreement. If any of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

12.5 **Governing Law**. This Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflict of law principles, in all respects, including execution, interpretation, performance, and enforcement.

12.6 **Captions and Interpretations**. Section titles or captions contained herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Agreement or any provision thereof.

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1 12.7 **Modification**. This Agreement may not be changed, altered, or modified, except
2 in writing signed by the Parties and approved by the Court. This Agreement may not be discharged
3 except by performance in accordance with its terms or by a writing signed by the Parties.

4 12.8 **Integration Clause**. This Agreement contains the entire agreement between the
5 Parties relating to the Settlement of the Action and the transactions contemplated thereby, and all
6 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
7 or written, and whether by a party or such party's legal counsel, are hereby superseded. No rights
8 under this Agreement may be waived except in writing as provided above.

9 12.9 **Successors and Assigns**. This Agreement shall be binding upon and inure to the
10 benefit of the Parties, Settlement Group Members, and their respective past, present, and former
11 heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents,
12 employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare
13 benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint
14 ventures, predecessors, successors, and assigns.

15 12.10 **Corporate Signatories**. Any person executing this Agreement or any such
16 related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and
17 promises, for the benefit of all Parties hereto, that such person has been duly authorized by such
18 corporation or partnership to execute this Agreement or any such related document.

19 12.11 **Execution in Counterparts**. This Agreement shall become effective upon its
20 execution by all the undersigned. The Parties may execute this Agreement in counterparts, and
21 execution of counterparts shall have the same force and effect as if all Parties had signed the same
22 instrument.

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1 12.12 **Attorneys' Fees, Costs, and Expenses.** Except as otherwise specifically
2 provided for herein, each Party shall bear their or its own attorneys' fees, costs, and expenses, taxable
3 or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement
4 thereof from any other Party to this Agreement.

5 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
6 the date below their signatures of their representatives. The date of the Agreement shall be the date
7 of the latest signature.

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1 Dated: 11/28/2023

Juan Chavez

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By: Juan Chavez

Dated: 11/27/2023

Ditza Ortiz

By: Ditza Ortiz

Dated: 11/28/2023

Justice Law Corporation [Approving as to Form Only]

By: D. Han
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
William Wilkinson, Esq.
Attorneys for Plaintiffs

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Dated: Dec 5, 2023

Deckers Outdoor Corporation

By: *Thomas Garcia*
Thomas Garcia (Dec 5, 2023 08:28 PST)
Tom Garcia, Chief Administrative Officer
On behalf of Deckers Outdoor Corporation

Dated: Dec 5, 2023

Deckers Retail, LLC

By: *Thomas Garcia*
Thomas Garcia (Dec 5, 2023 08:28 PST)
Tom Garcia, Chief Administrative Officer
On behalf of Deckers Retail, LLC

Dated: 11/28/23

**EmployBridge, LLC / Real Time Staffing Services, LLC dba
ProLogistix and Select Staffing**

By: *Janelle Bieler*
Janelle Bieler, Division President
On behalf of EmployBridge, LLC / Real Time Staffing Services,
LLC dba ProLogistix and Select Staffing

Dated: _____

Partners Personnel – Management Services, LLC

By: _____
On behalf of Partners Personnel – Management Services, LLC

1 Dated: _____

Deckers Outdoor Corporation

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3 By: _____
4 Tom Garcia, Chief Administrative Officer
5 On behalf of Deckers Outdoor Corporation

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7 Dated: _____

Deckers Retail, LLC

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9 By: _____
10 Tom Garcia, Chief Administrative Officer
11 On behalf of Deckers Retail, LLC

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13 Dated: _____

**EmployBridge, LLC / Real Time Staffing Services, LLC dba
ProLogistix and Select Staffing**

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15 By: _____
16 Janelle Bieler, Division President
17 On behalf of EmployBridge, LLC / Real Time Staffing Services,
18 LLC dba ProLogistix and Select Staffing

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20 Dated: 11/28/2023
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Partners Personnel – Management Services, LLC

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23 By: **Christian Moro** 
24 Digitally signed by Christian Moro
25 DN: cn=Christian Moro, c=US, ou=Partners
26 Personnel - Management Services, LLC,
27 email=christian.moro@partnerspersonnel.com
28 Date: 2023.11.28 13:05:26 -08'00'
On behalf of Partners Personnel – Management Services, LLC

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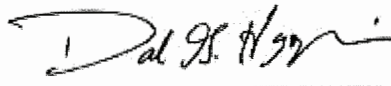
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1 Dated: November 28, 2023

CDF Labor Law LLP [Approving as to Form Only]

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3 By: 

David Hagopian, Esq.

4 *Attorneys for* EmployBridge, LLC / Real Time Staffing Services,
5 LLC dba ProLogistix and Select Staffing

6 Dated: December 5, 2023

**Stradling Yocca Carson & Rauth a Professional Corporation
[Approving as to Form Only]**

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8 By: 

Jeffrey A. Dinkin, Esq.

9 *Attorneys for* Deckers Outdoor Corporation and Deckers Retail,
10 LLC

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12 Dated: _____

Medina McKelvey LLP [Approving as to Form Only]

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14 By: _____

Timothy B. Nelson, Esq.

15 *Attorneys for* Partners Personnel – Management Services, LLC
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Dated: _____

CDF Labor Law LLP [Approving as to Form Only]

By: _____
David Hagopian, Esq.
Attorneys for EmployBridge, LLC / Real Time Staffing Services,
LLC dba ProLogistix and Select Staffing

Dated: _____

**Stradling Yocca Carson & Rauth a Professional Corporation
[Approving as to Form Only]**

By: _____
Jeffrey A. Dinkin, Esq.
Attorneys for Deckers Outdoor Corporation and Deckers Retail,
LLC

Dated: November 28, 2023

Medina McKelvey LLP [Approving as to Form Only]

By:  _____
Timothy B. Nelson, Esq.
Attorneys for Partners Personnel – Management Services, LLC

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Chavez, et al., v. Deckers Outdoor Corporation, et al.
Superior Court of California, County of Santa Barbara
Case No. [REDACTED]

Dear [Settlement Group Member's Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Superior Court of California, County of Santa Barbara, entitled *Chavez, et al., v. Deckers Outdoor Corporation, et al.*, Case Number [REDACTED] ("Action"). The purpose of this letter is to provide you with basic information about the Action, the reasons why you are receiving the enclosed settlement check, and the effect of the settlement on your legal rights.

I. The Action

On November 1, 2023, Plaintiffs Juan Chavez and Ditzia Ortiz ("Plaintiffs"), former employees of Defendants Deckers Outdoor Corporation, Deckers Retail, LLC, EmployBridge, LLC / Real Time Staffing Services, LLC dba ProLogistix and Select Staffing, and Partners Personnel – Management Services, LLC ("Defendants"), commenced this Action by filing a complaint against Defendants pursuant to Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")) in the Superior Court of California, County of Santa Barbara ("Operative Complaint"), on behalf of the State of California and:

All current or former hourly-paid or non-exempt employees of Deckers Outdoor who directly worked for Deckers Outdoor within the State of California or were assigned by either Real Time or Partners Personnel to temporarily work for Deckers Outdoor within the State of California any time during the period from September 19, 2021 through [REDACTED].

In the Action, Plaintiffs claimed Defendants owed civil penalties under PAGA to Plaintiffs and the Settlement Group Members for alleged violations of the Labor Code. Defendants deny they violated the Labor Code, deny the allegations in the Operative Complaint, and deny all liability under PAGA to Plaintiffs, Settlement Group Members, and State of California.

The merits of the Action have not been determined. However, on [Approval Date], the Superior Court of California, County of Santa Barbara, approved a settlement of the Action that Defendants entered to avoid the costs and disruption of litigation.

II. Why This Settlement Check Is Being Sent to You

The settlement approved by the Superior Court of California, County of Santa Barbara, involves a payment of civil penalties. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement goes to the California Labor and Workforce Development Agency. The remaining twenty-five percent (25%) of the civil penalties paid under the settlement will be distributed to all Settlement Group Members. The enclosed settlement check is being sent to you because you have been identified as a Settlement Group Member.

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the total number of pay periods you worked for Defendants from September 19, 2021 through [REDACTED] relative to all other Settlement Group Members.

Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing. If your settlement check is not cashed, deposited, or negotiated within this timeframe, it will be voided and paid to the Controller of the State of California in your name.

IV. Consequences of the Settlement

The Action was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

The Court's order and judgment approving the settlement of the Action binds all persons, including nonparty employees, who would be bound by a judgment in an action brought by California itself. As a result, although you are not a "party" to the Action, the judgment entered upon settlement of the Action is binding on you with respect to any claims for civil penalties under PAGA encompassed by the settlement. That is true regardless of whether you choose to cash, deposit, or negotiate the enclosed settlement check.

V. Taxation of Your Individual Settlement Award

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed check if your Individual Settlement Award is \$600 or more. However, you are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. If you have any tax-related questions regarding your receipt of the enclosed check, you should direct them your own tax advisor.

VI. Where to Get More Information

Do not call or contact the Superior Court of California, County of Santa Barbara, about this letter, settlement, settlement check sent to you, or Action in general. If you have questions about this letter, settlement, settlement check sent to you, or Action in general, you may contact the Administrator [REDACTED] at [INSERT CONTACT INFORMATION].

Dated: [INSERT DATE]

EXHIBIT B

NOTICE OF PAGA SETTLEMENT

Chavez, et al., v. Deckers Outdoor Corporation, et al.
Superior Court of California, County of Santa Barbara
Case No. [REDACTED]

Dear [Settlement Group Member's Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Superior Court of California, County of Santa Barbara, entitled *Chavez, et al., v. Deckers Outdoor Corporation, et al.*, Case Number [REDACTED] ("Action"). The purpose of this letter is to provide you with basic information about the Action, the reasons why you are receiving the enclosed settlement check, and the effect of the settlement on your legal rights.

I. The Action

On November 1, 2023, Plaintiffs Juan Chavez and Ditzia Ortiz ("Plaintiffs"), former employees of Defendants Deckers Outdoor Corporation, Deckers Retail, LLC, EmployBridge, LLC / Real Time Staffing Services, LLC dba ProLogistix and Select Staffing, and Partners Personnel – Management Services, LLC ("Defendants"), commenced this Action by filing a complaint against Defendants pursuant to Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")) in the Superior Court of California, County of Santa Barbara ("Operative Complaint"), on behalf of the State of California and:

All current or former hourly-paid or non-exempt employees of Deckers Retail who directly worked for Deckers Retail within the State of California at any time during the period from April 6, 2022 through [REDACTED].

In the Action, Plaintiffs claimed Defendants owed civil penalties under PAGA to Plaintiffs and the Settlement Group Members for alleged violations of the Labor Code. Defendants deny they violated the Labor Code, deny the allegations in the Operative Complaint, and deny all liability under PAGA to Plaintiffs, Settlement Group Members, and State of California.

The merits of the Action have not been determined. However, on [Approval Date], the Superior Court of California, County of Santa Barbara, approved a settlement of the Action that Defendants entered to avoid the costs and disruption of litigation.

II. Why This Settlement Check Is Being Sent to You

The settlement approved by the Superior Court of California, County of Santa Barbara, involves a payment of civil penalties. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement goes to the California Labor and Workforce Development Agency. The remaining twenty-five percent (25%) of the civil penalties paid under the settlement will be distributed to all Settlement Group Members. The enclosed settlement check is being sent to you because you have been identified as a Settlement Group Member.

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III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the total number of pay periods you worked for Defendants from April 6, 2022 through [REDACTED] relative to all other Settlement Group Members.

Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing. If your settlement check is not cashed, deposited, or negotiated within this timeframe, it will be voided and paid to the Controller of the State of California in your name.

IV. Consequences of the Settlement

The Action was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

The Court's order and judgment approving the settlement of the Action binds all persons, including nonparty employees, who would be bound by a judgment in an action brought by California itself. As a result, although you are not a "party" to the Action, the judgment entered upon settlement of the Action is binding on you with respect to any claims for civil penalties under PAGA encompassed by the settlement. That is true regardless of whether you choose to cash, deposit, or negotiate the enclosed settlement check.

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VI. Where to Get More Information

Do not call or contact the Superior Court of California, County of Santa Barbara, about this letter, settlement, settlement check sent to you, or Action in general. If you have questions about this letter, settlement, settlement check sent to you, or Action in general, you may contact the Administrator [REDACTED] at [INSERT CONTACT INFORMATION].

Dated: INSERT DATE

EXHIBIT 2



Justice Law Corporation <info@justicelawcorp.com>

Thank you for your Proposed Settlement Submission

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>

Wed, Dec 13, 2023 at 3:32 PM

To: info@justicelawcorp.com

12/13/2023 03:32:45 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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On January 3, 2024, I served the foregoing document described as

PROOF OF SERVICE