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ELECTRONICALLY FILED
Superior Court of California
County of Santa Barbara
Darrel E. Parker, Executive Officer
11/2/2023 9:26 AM
By: Sarah Sisto , Deputy

**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.

Case No.: 23CV04874

**COMPLAINT FOR CIVIL PENALTIES
FOR VIOLATION OF LABOR CODE
§§ 2698 et seq. (PRIVATE ATTORNEYS
GENERAL ACT OF 2004)**

1 Plaintiffs JUAN CHAVEZ and DITZA ORTIZ (“Plaintiffs,” “Plaintiff Chavez,” and
2 “Plaintiff Ortiz”) hereby submit this Complaint against Defendants DECKERS OUTDOOR
3 CORPORATION, DECKERS RETAIL, LLC, EMPLOYBRIDGE, LLC / REAL TIME
4 STAFFING SERVICES, LLC DBA PROLOGISTIX AND SELECT STAFFING, PARTNERS
5 PERSONNEL – MANAGEMENT SERVICES, LLC, and DOES 1 through 100, inclusive;
6 (collectively, “Defendants”), on behalf of themselves and other current and former aggrieved
7 employees of Defendants for penalties as follows:

8 **INTRODUCTION**

9
10 1. This representative action brought pursuant to Labor Code sections 2698 *et seq.*
11 (Private Attorneys General Act of 2004 (“PAGA”)) for Defendants’ violations of Labor Code
12 sections 200, 201, 202, 203, 204, 210, 212, 213, 218.5, 221, 223, 226, 226.3, 226.7, 246, 432.5,
13 500, 510, 512, 551, 552, 558, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
14 2802, 2698 *et seq.*, and related Industrial Welfare Commission (“IWC”) Wage Orders, based on
15 the various theories of liability, including, but not limited to, failure to pay all minimum and
16 overtime wages, failure to provide and/or pay sick pay, including at the regular rate of pay,
17 failure to provide meal periods, failure to provide rest periods, failure to provide accurate wage
18 statements, failure to issue wages in a legally-permissible manner, failure to pay all wages owing
19 during employment, failure to pay wages upon termination, and failure to reimburse business
20 expenses.

21 2. This Complaint challenges Defendants’ systemic illegal employment practices
22 resulting in violations of the stated provisions of the Labor Code against the identified group of
23 employees.

24 3. Plaintiffs are informed and believe and thereon allege that Defendants jointly and
25 severally acted intentionally and with deliberate indifference and conscious disregard to the
26 rights of all employees in: (a) failing to pay all meal period wages and rest break wages; (b)
27 failing to properly calculate and pay all minimum and overtime wages; (c) failing to provide
28 accurate wage statements; (d) failing to pay all wages due and owing during employment and
upon termination of employment; (e) failing to provide and/or pay sick pay, including at the

1 regular rate; and (f) failure to issue wages in a legally-permissible manner; and (g) failing to
2 reimburse all necessary business expenses.

3 **JURISDICTION AND VENUE**

4 4. This action is brought pursuant to PAGA. The civil penalties sought by Plaintiffs
5 exceed the minimal jurisdiction limits of the Court and will be established according to proof at
6 trial.

7 5. This Court has jurisdiction over this action pursuant to California Constitution,
8 Article VI, Section 10, which grants the Court original jurisdiction in all causes except those
9 given by statute to other courts. The statutes under which this action is brought do not specify
10 any other basis for jurisdiction.

11 6. This Court has jurisdiction over the violations of PAGA and Labor Code sections
12 200, 201, 202, 203, 204, 210, 212, 213, 218.5, 221, 223, 226, 226.3, 226.7, 246, 432.5, 500,
13 510, 512, 551, 552, 558, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
14 2802, 2698 *et seq.*, and related IWC Wage Orders.

15 7. This Court has jurisdiction over all Defendants because, upon information and
16 belief, each party has sufficient minimum contacts in California, or otherwise intentionally
17 avails itself of California law so as to render the exercise of jurisdiction over it by the California
18 courts consistent with traditional notions of fair play and substantial justice.

19 8. Venue is proper in this Court because, upon information and belief, the named
20 Defendants transact business and/or have offices in this county, and the acts and omissions
21 alleged herein took place in this county. Moreover, this action is brought on behalf of the State
22 of California as a private attorney general and has jurisdiction in this venue.

23 **PARTIES**

24 9. Plaintiff Chavez is an individual residing in the State of California and was
25 employed by Defendants within the statutory time period. Plaintiff Ortiz is an individual residing
26 in the State of California and was employed by Defendants within the statutory time period.

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1 10. Plaintiffs are informed and believe and thereon allege that Defendants are licensed
2 to do business and actually doing business in the State of California, including the County of
3 Santa Barbara.

4 11. Plaintiffs do not know the true names or capacities, whether individual, partner or
5 corporate, of Defendants sued herein as DOES 1 through 100, inclusive, and for that reason,
6 said Defendants are sued under such fictitious names. Plaintiffs pray for leave to amend the
7 complaint when the true names and capacities are known. Plaintiffs are informed and believe
8 and thereon allege that each of Defendants designated as a DOE was responsible in some way
9 for the matters alleged herein and proximately caused Plaintiffs and other current and former
10 aggrieved employees to be subject to the illegal employment practices, wrongs and injuries
11 complained of herein.

12 12. At all times herein mentioned, Defendants, and each of them, were agents,
13 partners, joint venturers, representatives, servants, employees, successors-in-interest, co-
14 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
15 the course and scope of their authority as such agents, partners, joint venturers, representatives,
16 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions
17 alleged herein were duly committed with ratification, knowledge, permission, encouragement,
18 authorization, and consent of each Defendant designated herein.

19 13. As such, and based upon all the facts and circumstances incident to Defendants'
20 business in California, Defendants are subject to PAGA and Labor Code sections 200, 201, 202,
21 203, 204, 210, 212, 213, 218.5, 221, 223, 226, 226.3, 226.7, 246, 432.5, 500, 510, 512, 551,
22 552, 558, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*,
23 and related IWC Wage Orders.

24 **CAUSE OF ACTION**

25 **VIOLATION OF PAGA**

26 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS)**

27 14. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 13 as
28 though fully set forth herein.

1 15. PAGA expressly establishes that any provision of the Labor Code which provides
2 for a civil penalty to be assessed and collected by the California Labor and Workforce
3 Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards,
4 agencies, or employees for a violation of the Labor Code, may be recovered through a civil
5 action brought by an aggrieved employee on behalf of himself or herself, and other current or
6 former employees.

7 16. On September 19, 2022, Plaintiff Chavez provided written notice to the LWDA
8 and Defendants of the specific provisions of the Labor Code he contends were violated, and the
9 theories supporting his contentions. Attached hereto as **Exhibit A** and incorporated by reference
10 is a copy of Plaintiff Chavez’s written notice to the LWDA. Plaintiff Chavez believes that on or
11 about November 23, 2022, the sixty-five (65) days’ notice period expired as to all Defendants,
12 and the LWDA did not take any action to investigate or prosecute the matter. On October 31,
13 2023, Plaintiff Chavez provided an amended written notice to the LWDA and Defendants.
14 Attached hereto as **Exhibit B** and incorporated by reference is a copy of Plaintiff Chavez’s
15 amended written notice. Plaintiff Chavez believes that on or about January 4, 2024, the sixty-
16 five (65) days’ notice period will expire as to all Defendants, and the LWDA will not take any
17 action to investigate or prosecute the matter. Therefore, Plaintiff Chavez exhausted his
18 administrative remedies.

19 17. On April 6, 2023, Plaintiff Ortiz provided written notice to the LWDA and
20 Defendant Deckers Retail, LLC of the specific provisions of the Labor Code she contends were
21 violated, and the theories supporting her contentions. Attached hereto as **Exhibit C** and
22 incorporated by reference is a copy of Plaintiff Ortiz’s written notice to the LWDA. On July 31,
23 2023, Plaintiff Ortiz provided an amended written notice to the LWDA and Defendant Deckers
24 Retail, LLC. Attached hereto as **Exhibit D** and incorporated by reference is a copy of Plaintiff
25 Ortiz’s amended written notice. Plaintiff Ortiz believes that on or about October 4, 2023, the
26 sixty-five (65) days’ notice period expired as to all Defendants, and the LWDA did not take any
27 action to investigate or prosecute the matter. Therefore, Plaintiff Ortiz exhausted her
28 administrative remedies.

1 18. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved
2 employees” as defined by Labor Code section 2699, subdivision (c), in that they are: (a) current
3 or former hourly-paid or non-exempt employees of Defendant Deckers Outdoor Corporation
4 who worked directly for Defendant Deckers Outdoor Corporation within the State of California
5 or were assigned by either Defendant EmployBridge, LLC / Real Time Staffing Services, LLC
6 dba ProLogistix and Select Staffing or Defendant Partners Personnel – Management Services,
7 LLC to temporarily work for Defendant Deckers Outdoor Corporation within the State of
8 California any time during the period from September 19, 2021 through December 12, 2023 or
9 the date of PAGA approval, whichever date occurs first; and (b) current or former hourly-paid
10 or non-exempt employees of Defendant Deckers Retail, LLC who directly worked for
11 Defendant Deckers Retail, LLC within the State of California at any time during the period from
12 April 6, 2022 through December 12, 2023 or the date of PAGA approval, whichever date occurs
13 first, and one or more of the alleged violations was committed against them.

14 **Failure to Pay Minimum and Overtime Wages**

15 19. At all times relevant herein, Defendants were required to compensate their non-
16 exempt employees minimum wages for all hours worked and overtime wages for all hours
17 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
18 mandate of Labor Code sections 510, 1194, 1197, and 1198.

19 20. During the relevant time period, Defendants failed to compensate Plaintiffs and
20 other aggrieved current and former employees for all hours worked, resulting in a failure to pay
21 all minimum wages and overtime wages owed, where applicable.

22 **Failure to Provide Meal Periods and Rest Breaks**

23 21. In accordance with the mandates of Labor Code sections 226.7 and 512,
24 Defendants were required to authorize and permit their non-exempt employees to take a 10-
25 minute rest break for every four (4) hours worked or major fraction thereof and were further
26 required to provide their non-exempt employees with a 30-minute meal period for every five (5)
27 hours worked.

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22. During the relevant time period, Defendants failed to provide Plaintiffs and other aggrieved current and former employees with legally mandated meal periods and rest breaks and failed to pay proper compensation for this failure.

Failure to Timely Pay Wages During Employment

23. At all times relevant herein, Defendants were required to pay their employees within a specified time period pursuant to the mandate of Labor Code section 204.

24. During the relevant time period, Defendants failed to pay Plaintiffs and other aggrieved current and former employees all wages due and owed within the required time period.

Failure to Timely Pay Wages Upon Termination

25. At all times relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201 to 204.

26. During the relevant time period, Defendants failed to pay Plaintiffs and the other aggrieved former employees their final wages pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code section 203.

Failure to Provide Complete and Accurate Wage Statements

27. At all times relevant herein, Defendants were required to keep accurate records regarding their California employees pursuant to the mandate of Labor Code sections 226 and 1174.

28. During the relevant time period, Defendants failed to keep accurate records regarding Plaintiffs and other aggrieved current and former employees. For example, Defendants failed in their affirmative obligation to keep accurate records regarding Plaintiffs and other aggrieved current and former employees' gross wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates and the number of hours worked at each hourly rate.

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1 **Failure to Provide Paid Sick Days**

2 29. At all times relevant herein, Defendants were required to provide their employees
3 with paid sick days pursuant to Labor Code section 246.

4 30. During the relevant time period, Defendants failed to provide Plaintiffs and other
5 aggrieved current and former employees with paid sick days pursuant to Labor Code section
6 246.

7 **Failure to Pay Sick Pay**

8 31. Labor Code section 246 requires that employers provide employees with paid sick
9 leave of not less than one hour per every thirty (30) hours worked. Labor Code section 246(1),
10 also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the
11 workweek in which the employee uses paid sick time or at a rate calculated by dividing the
12 employee's total wages, not including overtime premium pay, by the employee's total hours
13 worked in the full pay periods of the prior ninety (90) days of employment.

14 32. During the relevant time period, Defendant failed to pay Plaintiffs and other
15 aggrieved employees with paid sick leave that complied with Labor Code section 246 by, for
16 example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate
17 calculated by dividing the employee's total wages, not including overtime premium pay, by the
18 employee's total hours worked in the full pay periods of the prior ninety (90) days of
19 employment.

20 **Failure to Reimburse Business Expenses**

21 33. At all times relevant herein, Defendants were required to reimburse their
22 employees for any and all necessary expenditures or losses incurred by the employees in direct
23 consequences of the discharge or their duties pursuant to the mandate of Labor Code sections
24 2800 and 2802.

25 34. During the relevant time period, Defendants failed to pay Plaintiffs and other
26 aggrieved current and former employees all business expenses incurred and owing them within
27 the required time period.

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1 35. During the relevant time period, Defendants failed to issue wages in a legally
2 permissible manner to Plaintiffs and other aggrieved current and former employees.

3 **Penalties**

4 36. Pursuant to Labor Code section 2699, Plaintiffs, as individuals, and on behalf of
5 other current and former aggrieved employees, request and are entitled to recover from
6 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant,
7 including but not limited to:

- 8 a. Penalties under Labor Code section 2699 in the amount of a hundred
9 dollars (\$100) for each aggrieved employee per pay period for the initial
10 violation, and two hundred dollars (\$200) for each aggrieved employee per
11 pay period for each subsequent violation;
- 12 b. Penalties under Code of Regulations Title 8 section 11040 in the amount
13 of fifty dollars (\$50) for each aggrieved employee per pay period for the
14 initial violation, and one hundred dollars (\$100) for each aggrieved
15 employee per pay period for each subsequent violation;
- 16 c. Penalties under Labor Code section 210 in addition to, and entirely
17 independent and apart from, any other penalty provided in the Labor Code
18 in the amount of a hundred dollars (\$100) for each aggrieved employee
19 per pay period for the initial violation, and two hundred dollars (\$200) for
20 each aggrieved employee per pay period for each subsequent violation;
- 21 d. Penalties under Labor Code section 1197.1 in the amount of a hundred
22 dollars (\$100) for each aggrieved employee per pay period for the initial
23 violation, and two hundred fifty dollars (\$250) for each aggrieved
24 employee per pay period for each subsequent violation;
- 25 e. Any and all additional penalties as provided by the Labor Code and/or
26 other statutes; and
- 27 f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and
28 2699, and any other applicable statute.

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1. Upon the Cause of Action, for civil penalties pursuant to statute as set forth in Labor Code sections 2698 *et seq.*, for Defendants' violations of Labor Code sections 200, 201, 202, 203, 204, 210, 212, 213, 218.5, 221, 223, 226, 226.3, 226.7, 246, 432.5, 500, 510, 512, 551, 552, 558, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*, and related IWC Wage Orders;
2. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code sections 210, 218.5, 1194, and 2699, and any other applicable statute; and
3. For such other and further relief the court may deem just and proper.

JUSTICE LAW CORPORATION

y: 

Douglas Han
Shunt Tatavos-Gharajeh
William Wilkinson
Attorneys for Plaintiffs

EXHIBIT A

September 19, 2022

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: DECKERS OUTDOOR COPORATION

Dear Representative:

We have been retained to represent Juan Chavez against Deckers Outdoor Corporation (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-100 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, for violations of California wage-and-hour laws (hereinafter collectively referred to as "DECKERS OUTDOORS").

Mr. Chavez is pursuing his California Labor Code sections 2698, et seq., the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Chavez may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

DECKERS OUTDOORS is a California corporation located at 250 Coromar Dr., Goleta, California 93117.

DECKERS OUTDOORS employed Mr. Chavez as an hourly-paid non-exempt Replenishment Associate within one year (until in or around January of 2022) of the date of this letter in the State of California. DECKERS OUTDOORS directly controlled the wages, hours and/or working conditions of Mr. Chavez and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Chavez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of DECKERS OUTDOORS within the State of California.

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LWDA

September 19, 2022

Page 2 of 7

DECKERS OUTDOORS failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal.App.5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Chavez has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at DECKERS OUTDOORS, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

DECKERS OUTDOORS has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226, subdivision (a), 226.3, 226.7, 246, 432.5, 510, 512, subdivision (a), 551, 552, 558, 1174, subdivision (d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Chavez and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. DECKERS OUTDOORS failed to compensate aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. DECKERS OUTDOORS also failed to include non-discretionary bonuses and incentives in Mr. Chavez and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Chavez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246, subdivision (l), also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, DECKERS OUTDOORS failed to pay Mr. Chavez and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, DECKERS OUTDOORS routinely required Mr. Chavez and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with DECKERS OUTDOORS's policies and expectations. DECKERS OUTDOORS failed to provide coverage to Mr. Chavez and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, DECKERS OUTDOORS also failed to authorize and permit Mr. Chavez and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, DECKERS OUTDOORS failed to compensate Mr. Chavez and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Mr. Chavez and other aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." DECKERS OUTDOORS required Mr. Chavez and other aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." DECKERS OUTDOORS required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, DECKERS OUTDOORS failed to pay Mr. Chavez and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, DECKERS OUTDOORS failed to pay Mr. Chavez and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, DECKERS OUTDOORS did not provide Mr. Chavez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from DECKERS OUTDOORS were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Chavez and other aggrieved employees, (2) total hours worked by Mr. Chavez and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Chavez and other aggrieved employees (4) all deductions for Mr. Chavez and other aggrieved employees, (5) net wages earned by Mr. Chavez and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Chavez and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Chavez and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties: (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Chavez and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174, subdivision (d), requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, DECKERS OUTDOORS failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Chavez and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, DECKERS OUTDOORS did not provide aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by DECKERS OUTDOORS, including for purchasing tools, equipment, and uniforms they were required to use and wear while working.

We believe that Mr. Chavez and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226, subdivision (a), 226.3, 226.7, 246, 432.5, 510, 512, subdivision (a), 551, 552, 558, 1174, subdivision (d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Chavez will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of DECKERS OUTDOORS within one year of the date of this letter, as allowed by law.

LWDA

September 19, 2022

Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Respectfully,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, reading "John Bickford". The signature is fluid and cursive, with the first name "John" and last name "Bickford" clearly legible.

John M. Bickford

CC: (By Certified U.S. Mail Only):

Deckers Outdoor Corporation

c/o CSC - Lawyers Incorporating Service

2710 Gateway Oaks Dr. Suite 150 N

Sacramento, California, 95833

Agent for Service of Process for Deckers Outdoor Corporation

EXHIBIT B

October 31, 2023

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**Re: DECKERS OUTDOOR CORPORATION
LWDA Case No. 908842-22**

Dear Representative:

We hereby amend our September 19, 2023, letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the September 19, 2023, letter is attached to this submission as Exhibit A for reference. We are amending this notice to add additional employers and update the factual allegations.

We have been retained to represent Juan Chavez against Deckers Outdoor Corporation, EmployBridge, LLC / Real Time Staffing Services, LLC dba ProLogistix and Select Staffing, Partners Personnel - Management Services, LLC, and EmployBridge, LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-100 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, for violations of California wage-and-hour laws (hereinafter collectively referred to as "DECKERS OUTDOOR").

Mr. Chavez is pursuing his California Labor Code sections 2698, et seq., the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Chavez may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

DECKERS OUTDOOR CORPORATION is a California corporation located at 250 Coromar Dr., Goleta, California 93117.

EMPLOYBRIDGE, LLC / REAL TIME STAFFING SERVICES, LLC DBA PROLOGISTIX AND SELECT STAFFING is a California limited liability company located at 2710 Gateway Oaks Drive, Sacramento, California 95833.

PARTNERS PERSONNEL - MANAGEMENT SERVICES, LLC is a Delaware limited liability company located at 3820 State Street, Suite B, Santa Barbara, California 93105.

LWDA

October 31, 2023

Page 2 of 8

DECKERS OUTDOOR employed Mr. Chavez as an hourly-paid non-exempt Replenishment Associate within one year (until in or around January of 2022) of the date of this letter in the State of California. DECKERS OUTDOOR directly controlled the wages, hours and/or working conditions of Mr. Chavez and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Chavez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of DECKERS OUTDOOR within the State of California.

DECKERS OUTDOOR failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements, failed to issue wages in a legally permissible manner, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal.App.5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Chavez has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at DECKERS OUTDOORS, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

DECKERS OUTDOOR has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 200, 201, 202, 203, 204, 210, 212, 213, 218.5, 221, 223, 226, subdivision (a), 226.3, 226.7, 246, 432.5, 500, 510, 512, subdivision (a), 551, 552, 558, 1174, subdivision (d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates.

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During the relevant time period, Mr. Chavez and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. DECKERS OUTDOOR failed to compensate aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. DECKERS OUTDOOR also failed to include non-discretionary bonuses and incentives in Mr. Chavez and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Chavez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246, subdivision (l), also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

During the relevant time period, DECKERS OUTDOOR failed to pay Mr. Chavez and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided.

During the relevant time period, DECKERS OUTDOOR routinely required Mr. Chavez and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with DECKERS OUTDOOR's policies and expectations. DECKERS OUTDOOR failed to provide coverage to Mr. Chavez and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, DECKERS OUTDOOR also failed to authorize and permit Mr. Chavez and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, DECKERS OUTDOOR failed to compensate Mr. Chavez and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Mr. Chavez and other aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven."

During their employment, DECKERS OUTDOOR required Mr. Chavez and other aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law."

During their employment, DECKERS OUTDOOR required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

During the relevant time period, DECKERS OUTDOOR failed to pay Mr. Chavez and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and is liable under California Labor Code section 203.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

During the relevant time period, DECKERS OUTDOOR failed to pay Mr. Chavez and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees.

During the relevant time period, DECKERS OUTDOOR did not provide Mr. Chavez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from DECKERS OUTDOOR were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Chavez and other aggrieved employees, (2) total hours worked by Mr. Chavez and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Chavez and other aggrieved employees (4) all deductions for Mr. Chavez and other aggrieved employees, (5) net wages earned by Mr. Chavez and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Chavez and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Chavez and other aggrieved employees.

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California Labor Code section 558 allows recovery of penalties: (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (3) Wages recovered pursuant to this section shall be paid to the affected employee.

During their employment, Mr. Chavez and other aggrieved employees were denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174, subdivision (d), requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years.

During the relevant time period, DECKERS OUTDOOR failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Chavez and other aggrieved employees.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

During the relevant time period, DECKERS OUTDOOR did not provide aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

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During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by DECKERS OUTDOOR, including for purchasing tools, equipment, and uniforms they were required to use and wear while working.

We believe that Mr. Chavez and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 200, 201, 202, 203, 204, 210, 212, 213, 218.5, 221, 223, 226, subdivision (a), 226.3, 226.7, 246, 432.5, 500, 510, 512, subdivision (a), 551, 552, 558, 1174, subdivision (d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Chavez will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of DECKERS OUTDOOR within one year of the date of this letter, as allowed by law.

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LWDA

October 31, 2023

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Respectfully,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal flourish extending to the right.

Douglas Han

CC: (By Certified U.S. Mail Only):

Deckers Outdoor Corporation

c/o CSC - Lawyers Incorporating Service

2710 Gateway Oaks Dr. Suite 150 N

Sacramento, California, 95833

Agent for Service of Process for Deckers Outdoor Corporation

EXHIBIT A

September 19, 2022

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: DECKERS OUTDOOR COPORATION

Dear Representative:

We have been retained to represent Juan Chavez against Deckers Outdoor Corporation (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-100 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, for violations of California wage-and-hour laws (hereinafter collectively referred to as "DECKERS OUTDOORS").

Mr. Chavez is pursuing his California Labor Code sections 2698, et seq., the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Chavez may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

DECKERS OUTDOORS is a California corporation located at 250 Coromar Dr., Goleta, California 93117.

DECKERS OUTDOORS employed Mr. Chavez as an hourly-paid non-exempt Replenishment Associate within one year (until in or around January of 2022) of the date of this letter in the State of California. DECKERS OUTDOORS directly controlled the wages, hours and/or working conditions of Mr. Chavez and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Chavez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of DECKERS OUTDOORS within the State of California.

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LWDA

September 19, 2022

Page 2 of 7

DECKERS OUTDOORS failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal.App.5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Chavez has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at DECKERS OUTDOORS, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

DECKERS OUTDOORS has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226, subdivision (a), 226.3, 226.7, 246, 432.5, 510, 512, subdivision (a), 551, 552, 558, 1174, subdivision (d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Chavez and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. DECKERS OUTDOORS failed to compensate aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. DECKERS OUTDOORS also failed to include non-discretionary bonuses and incentives in Mr. Chavez and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Chavez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246, subdivision (l), also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, DECKERS OUTDOORS failed to pay Mr. Chavez and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, DECKERS OUTDOORS routinely required Mr. Chavez and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with DECKERS OUTDOORS's policies and expectations. DECKERS OUTDOORS failed to provide coverage to Mr. Chavez and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, DECKERS OUTDOORS also failed to authorize and permit Mr. Chavez and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, DECKERS OUTDOORS failed to compensate Mr. Chavez and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Mr. Chavez and other aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." DECKERS OUTDOORS required Mr. Chavez and other aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." DECKERS OUTDOORS required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, DECKERS OUTDOORS failed to pay Mr. Chavez and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, DECKERS OUTDOORS failed to pay Mr. Chavez and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, DECKERS OUTDOORS did not provide Mr. Chavez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from DECKERS OUTDOORS were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Chavez and other aggrieved employees, (2) total hours worked by Mr. Chavez and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Chavez and other aggrieved employees (4) all deductions for Mr. Chavez and other aggrieved employees, (5) net wages earned by Mr. Chavez and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Chavez and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Chavez and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties: (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Chavez and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174, subdivision (d), requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, DECKERS OUTDOORS failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Chavez and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, DECKERS OUTDOORS did not provide aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by DECKERS OUTDOORS, including for purchasing tools, equipment, and uniforms they were required to use and wear while working.

We believe that Mr. Chavez and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226, subdivision (a), 226.3, 226.7, 246, 432.5, 510, 512, subdivision (a), 551, 552, 558, 1174, subdivision (d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Chavez will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of DECKERS OUTDOORS within one year of the date of this letter, as allowed by law.

LWDA

September 19, 2022

Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Respectfully,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, reading "John Bickford". The signature is fluid and cursive, with the first name "John" and last name "Bickford" clearly legible.

John M. Bickford

CC: (By Certified U.S. Mail Only):

Deckers Outdoor Corporation

c/o CSC - Lawyers Incorporating Service

2710 Gateway Oaks Dr. Suite 150 N

Sacramento, California, 95833

Agent for Service of Process for Deckers Outdoor Corporation

EXHIBIT C

April 6, 2023

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: DECKERS OUTDOOR CORPORATION

Dear Representative:

We have been retained to represent Ditzia Ortiz against Deckers Outdoor Corporation (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "DECKERS").

Ms. Ortiz is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Ortiz may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Deckers Outdoor Corporation is a California corporation located at 250 Coromar Dr., Goleta, California 93117.

DECKERS employed Ms. Ortiz as an hourly-paid non-exempt employee within one year of the date of this letter (until in or about December of 2023) in the State of California. DECKERS directly controlled the wages, hours and/or working conditions of Ms. Ortiz and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Ms. Ortiz may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of DECKERS within the State of California.

¹ Ms. Ortiz does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Ortiz will amend this notice when the true names and capacities are known. Ms. Ortiz is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Ortiz and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

DECKERS failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Ortiz has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at DECKERS, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

DECKERS has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code 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, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Ortiz and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. DECKERS failed to compensate Ms. Ortiz and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. DECKERS also failed to include non-discretionary bonuses and incentives in Ms. Ortiz and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Ms. Ortiz and aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, DECKERS failed to pay Ms. Ortiz and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, DECKERS routinely required Ms. Ortiz and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with DECKERS' policies and expectations. DECKERS failed to provide coverage to Ms. Ortiz and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Moreover, DECKERS also failed to authorize and permit Ms. Ortiz and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, DECKERS failed to compensate Ms. Ortiz and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Ms. Ortiz and other aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." DECKERS required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." DECKERS required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, DECKERS failed to pay Ms. Ortiz and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, DECKERS failed to pay Ms. Ortiz and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, DECKERS did not provide Ms. Ortiz and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from DECKERS were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Ortiz and other aggrieved employees, (2) total hours worked by Ms. Ortiz and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Ortiz and other aggrieved employees (4) all deductions for Ms. Ortiz and other aggrieved employees, (5) net wages earned by Ms. Ortiz and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Ortiz and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Ortiz and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Ortiz and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, DECKERS failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Ortiz and other aggrieved employees.

LWDA

April 6, 2023

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, DECKERS did not provide Ms. Ortiz and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Ms. Ortiz and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by DECKERS.

We believe that Ms. Ortiz and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code 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, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Ortiz will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of DECKERS within one year of the date of this letter, as allowed by law.

LWDA

April 6, 2023

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal stroke extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Deckers Outdoor Corporation
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive Suite 150N
Sacramento, California 95825
Agent for Service of Process for Deckers Outdoor Corporation

EXHIBIT D

July 31, 2023

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**Re: DECKERS OUTDOOR CORPORATION
LWDA Case No. LWDA-CM-946927-23**

Dear Representative:

We hereby amend our April 6, 2023 letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the April 6, 2023 letter is attached to this submission as **Exhibit A** for reference. We are amending this notice to name the DOE employer, DOE 1, who is now identified as Deckers Retail, LLC.

We have been retained to represent Ditza Ortiz against Deckers Outdoor Corporation and Deckers Retail, LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 2-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "DECKERS").

Ms. Ortiz is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Ortiz may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Deckers Outdoor Corporation is a California corporation located at 250 Coromar Dr., Goleta, California 93117. Deckers Retail, LLC is a California limited liability company also located at 250 Coromar Dr., Goleta, California 93117.

¹ Ms. Ortiz does not know the true names or capacities, whether individual, partner or corporate, of DOES 2 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Ortiz will further amend this notice when the true names and capacities are known. Ms. Ortiz is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Ortiz and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

DECKERS employed Ms. Ortiz as an hourly-paid non-exempt employee within one year of the data of this letter (until in or around December of 2022) in the State of California. DECKERS directly controlled the wages, hours and/or working conditions of Ms. Ortiz and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Ms. Ortiz may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of DECKERS within the State of California.

DECKERS failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Ortiz has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at DECKERS, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

DECKERS has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code 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, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Ortiz and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. DECKERS failed to compensate Ms. Ortiz and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. DECKERS also failed to include non-discretionary bonuses and incentives in Ms. Ortiz and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Ms. Ortiz and aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, DECKERS failed to pay Ms. Ortiz and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, DECKERS failed to pay Ms. Ortiz and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, DECKERS failed to pay Ms. Ortiz and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, DECKERS did not provide Ms. Ortiz and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from DECKERS were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Ortiz and other aggrieved employees, (2) total hours worked by Ms. Ortiz and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Ortiz and other aggrieved employees (4) all deductions for Ms. Ortiz and other aggrieved employees, (5) net wages earned by Ms. Ortiz and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Ortiz and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Ortiz and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Ortiz and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, DECKERS failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Ortiz and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, DECKERS did not provide Ms. Ortiz and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Ms. Ortiz and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by DECKERS.

We believe that Ms. Ortiz and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code 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, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Ortiz will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of DECKERS within one year of the date of the original April 6, 2023 letter, as allowed by law.

LWDA
July 31, 2023
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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Deckers Outdoor Corporation
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95825
Agent for Service of Process for Deckers Outdoor Corporation

Deckers Retail, LLC
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95825
Agent for Service of Process for Deckers Retail, LLC

EXHIBIT A

April 6, 2023

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: DECKERS OUTDOOR CORPORATION

Dear Representative:

We have been retained to represent Ditzia Ortiz against Deckers Outdoor Corporation (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "DECKERS").

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Deckers Outdoor Corporation is a California corporation located at 250 Coromar Dr., Goleta, California 93117.

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¹ Ms. Ortiz does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Ortiz will amend this notice when the true names and capacities are known. Ms. Ortiz is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Ortiz and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

DECKERS failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Ortiz has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at DECKERS, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

DECKERS has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code 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, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Ortiz and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. DECKERS failed to compensate Ms. Ortiz and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. DECKERS also failed to include non-discretionary bonuses and incentives in Ms. Ortiz and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Ms. Ortiz and aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, DECKERS failed to pay Ms. Ortiz and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, DECKERS routinely required Ms. Ortiz and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with DECKERS' policies and expectations. DECKERS failed to provide coverage to Ms. Ortiz and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Moreover, DECKERS also failed to authorize and permit Ms. Ortiz and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, DECKERS failed to compensate Ms. Ortiz and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Ms. Ortiz and other aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." DECKERS required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." DECKERS required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, DECKERS failed to pay Ms. Ortiz and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, DECKERS failed to pay Ms. Ortiz and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, DECKERS did not provide Ms. Ortiz and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from DECKERS were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Ortiz and other aggrieved employees, (2) total hours worked by Ms. Ortiz and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Ortiz and other aggrieved employees (4) all deductions for Ms. Ortiz and other aggrieved employees, (5) net wages earned by Ms. Ortiz and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Ortiz and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Ortiz and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Ortiz and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, DECKERS failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Ortiz and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, DECKERS did not provide Ms. Ortiz and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Ms. Ortiz and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by DECKERS.

We believe that Ms. Ortiz and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code 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, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Ortiz will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of DECKERS within one year of the date of this letter, as allowed by law.

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal stroke extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Deckers Outdoor Corporation
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive Suite 150N
Sacramento, California 95825
Agent for Service of Process for Deckers Outdoor Corporation

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On November 14, 2023, I served the foregoing document described as

**COMPLAINT FOR CIVIL PENALTIES FOR VIOLATION OF LABOR CODE
§ 2698 *et seq.* (PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

for the following case:	Chavez v. Deckers Outdoor Corp.
LWDA/Court Case No.:	LWDA Case No.: CM-946927-23
	Court Case No.: 23CV04874
	Santa Barbara County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

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I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 14, 2023, at Pasadena, California.



Alex Ward