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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 FERNANDO ALBERTO ACEVEDO,
13 ANTHONY GUZMAN, FERNANDO
14 HIPOLITO, and VANESSA OLMOS-CORTES,
15 individually, on behalf of all others similarly
16 situated, and on behalf of the State of California
17 and other aggrieved persons,

18 *Plaintiffs,*

19 v.

20 CROCS RETAIL, LLC, a limited liability
21 company; and DOES 1 through 10, inclusive,

22 *Defendants.*

Case No.: 23STCV15354

CLASS & REPRESENTATIVE ACTION

[Assigned to: Hon. Elihu M. Berle, Dept. 6]

**~~REVISED [PROPOSED]~~ ORDER
GRANTING PLAINTIFFS MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: March 5, 2025

Time: 11:00 a.m.

Dept: 6

Complaint filed: June 30, 2023

FAC filed: December 20, 2024

Trial date: Not set

1 The Court has before it Plaintiffs Fernando Alberto Acevedo, Anthony Guzman,
2 Fernando Hipolito, and Vanessa Olmos-Cortes’ (collectively, “Plaintiffs”) Motion for
3 Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary
4 Approval of Class Action Settlement, the Declarations of Arrash T. Fattahi (including the
5 Supplemental Declaration), Plaintiffs, Julie Green of CPT Group, Inc., and Stanley
6 Stringfellow, the Amended Class and PAGA Settlement Agreement (which is referred to here
7 as the “Amended Settlement Agreement”), and good cause appearing, the Court hereby finds
8 and orders as follows:

9 1. The Court finds on a preliminary basis that the Amended Settlement Agreement
10 appears to be fair, adequate, and reasonable and therefore meets the requirements for
11 preliminary approval. The Court grants preliminary approval of the Settlement and the
12 Settlement Class based upon the terms set forth in the Amended Settlement Agreement between
13 Plaintiffs and Defendant Crocs Retail, LLC (“Defendant” or “Crocs,” and together with
14 Plaintiffs, the “Parties”), attached to the Supplemental Declaration of Arrash T. Fattahi in
15 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action & PAGA Settlement as
16 Exhibit 1.

17 2. The Settlement falls within the range of reasonableness of a settlement which
18 could ultimately be given final approval by this Court, and appears to be presumptively valid,
19 subject only to any objections that may be raised at the Final Approval Hearing and final
20 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
21 \$1,000,000.00 to cover (a) settlement payments to class members who do not validly opt out;
22 (b) a \$10,000.00 payment to the State of California, Labor & Workforce Development Agency
23 (“LWDA”) for its share of the settlement of claims for penalties under the Private Attorneys
24 General Act (“PAGA”), 75% of which (\$7,500.00) being paid to the LWDA and 25%
25 (\$2,500.00) being paid to eligible Aggrieved Employees; (c) Class Representative service
26 payments of up to \$7,500.00 for each named Plaintiff (\$30,000.00 total); (d) Class Counsel’s
27 attorneys’ fees, not to exceed 1/3 of the Gross Settlement Amount (\$333,333.33), and up to
28 \$35,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement

Administration Costs of up to \$19,750.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to the class members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Amended Settlement Agreement was entered into in good faith.

4. A final fairness hearing on the question of whether the proposed settlement, attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement of claims for penalties under the PAGA, and the class representatives' enhancement awards should be finally approved as fair, reasonable and adequate as to the members of the class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies for settlement purposes only the following class (the "Settlement Class"): "all persons employed as hourly, non-exempt employees by Crocs in California during the Class Period."

6. "Class Period" means the period from January 3, 2019 through December 31, 2024.

7. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the

Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representatives, for settlement purposes only, Plaintiffs Fernando Alberto Acevedo, Anthony Guzman, Fernando Hipolito, and Vanessa Olmos-Cortes. The Court further preliminarily approves Plaintiffs' ability to request incentive awards up to \$7,500.00 each (\$30,000.00 total).

9. The Court appoints, for settlement purposes only, Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount (\$333,333.33), and costs not to exceed \$35,000.00.

10. The Court appoints CPT Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$19,750.00.

11. The Court approves, as to form and content the Class Notice, which has been amended and is attached hereto as Exhibit A. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Parties are ordered to carry out the Settlement according to the terms of the Amended Settlement Agreement.

13. Any class member who does not timely and validly request exclusion from the settlement may object to the Amended Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	March 26, 2025
Settlement Administrator to mail the Notice	April 9, 2025
Deadline to file Motion for Final Approval,	May 9, 2025

Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	
Deadline for Settlement Class Members to opt out of the Settlement Class, submit written objections to the Settlement, or dispute their Workweeks and/or PAGA Pay Periods	June 9, 2025
Deadline for filing responses to objections and for the Settlement Administrator to submit final report regarding opt-outs and objections	June 27, 2025
Final Approval Hearing	July 9, 2025 at 9:00 a.m. in Department 6. The hearing may be continued to another date without further notice to the Class Members.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.



Elihu M. Berle

DATE: 03/14/2025

Elihu M. Berle / Judge

Hon. Elihu M. Berle
Los Angeles County Superior Court

Exhibit A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**
Acevedo, et al. v. Crocs Retail, LLC
(County of Los Angeles, California Superior Court Case No. 23STCV15354)

**The Superior Court for the State of California authorized this Notice.
Read it carefully! You are not being sued. It is not junk-mail, spam, an advertisement, or a
solicitation by a lawyer.**

You may be eligible to receive money from an employee class action lawsuit (the “Action”) against Crocs Retail, LLC (“Defendant”), for alleged wage-and-hour violations. The Action was filed by former employees of Defendant, Fernando Alberto Acevedo (“Plaintiff Acevedo”), Anthony Guzman (“Plaintiff Guzman”), Fernando Hipolito (“Plaintiff Hipolito”), and Vanessa Olmos-Cortes (“Plaintiff Olmos-Cortes”) (collectively referred to as “Plaintiffs”) and seeks payment of (1) allegedly unpaid back wages and related penalties for a class of non-exempt hourly employees (“Class Members”) who worked for Defendant during the Class Period of January 3, 2019, through December 31, 2024; and (2) additional penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who worked for Defendant during the PAGA Period from February 14, 2023, through December 31, 2024 (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a Class Settlement requiring Defendant to fund “Individual Class Payments” and (2) a PAGA Settlement requiring Defendant to fund “Individual PAGA Payments” and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). The Class Settlement and the PAGA Settlement are collectively referred to herein as the “Settlement.”

Your Individual Class Payment is estimated to be \$ [REDACTED] (less withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive will likely be different and will depend on a number of factors, which is explained in more detail in Section 4E of this Notice. The above estimates are based on Defendant’s records that show you worked [REDACTED] **workweeks** during the Class Period and [REDACTED] **pay periods** during the PAGA Period.

While the Court has already preliminarily approved the Settlement, it has not yet decided whether to grant final approval of the Settlement. **A final approval hearing (“Final Approval Hearing”) regarding the Settlement will be held on July 9, 2025, at 9:00 a.m. at the Spring Street Courthouse of the Los Angeles County Superior Court of the State of California, Department 6, located at 312 North Spring Street, Los Angeles, California 90012.** The Court will determine at the hearing whether the Settlement is fair, reasonable, and adequate, whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant. The Court will also decide how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”).

Read this Notice carefully. You will be deemed to have carefully read and understood it. Your legal rights are affected whether you act or not.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the Settlement to be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a “Participating Class Member,” though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from (opt out of) the Class Settlement by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Class Settlement, you will not receive an

Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA Settlement.

Defendant will not retaliate against you for any actions you take with respect to the Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND PARTICIPATE IN THE SETTLEMENT	You don't have to do anything to participate in the Settlement. If you do nothing, you will be a "Participating Class Member" and eligible for an Individual Class Payment and an Individual PAGA Payment (if any). As a "Participating Class Member," though, you will give up your right to assert the claims for unpaid wages and penalties against Defendant that are covered by this Settlement (the "Released Claims").
YOU CAN OPT OUT OF THE CLASS ACTION SETTLEMENT BUT NOT THE PAGA SETTLEMENT THE OPT-OUT DEADLINE IS JUNE 9, 2025	If you want to preserve your right to personally pursue Class Period wage claims against Defendant, you can exclude yourself from, or opt out of, the Class Settlement by sending the Administrator (defined in Section 4B, below) a written Request for Exclusion (defined in Section 5D, below). Once excluded, you will be a "Non-Participating Class Member" and will not be eligible for an Individual Class Payment. As a Non-Participating Class Member, you also cannot object to any portion of the Settlement. If you opt out of the Class Settlement, your share of the non-PAGA Settlement proceeds may be divided up amongst the Participating Class Members. See Section 5D of this Notice for additional information. Legally, you cannot opt out of the PAGA Settlement. Consequently, if you opt out of the Class Settlement but you are an Aggrieved Employee, you will still receive an Individual PAGA Payment and you will give up your rights as a matter of law to pursue PAGA claims during the PAGA Period.
PARTICIPATING CLASS MEMBERS CAN OBJECT TO THE CLASS SETTLEMENT WRITTEN OBJECTIONS MUST BE SUBMITTED BY JUNE 9, 2025	Any Participating Class Members may object to the any aspect of the Class Settlement. The Court's decision whether to grant final approval of the Settlement will include a determination of how much will be paid to Plaintiffs and to Class Counsel who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, however, every dollar paid to them reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Plaintiffs and/or Class Counsel if you think they are unreasonable. See Section 5C of this Notice.
YOU CAN CHALLENGE THE CALCULATION OF YOUR	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many pay periods you worked during the PAGA Period, respectively.

WORKWEEKS/PAY PERIODS WRITTEN CHALLENGES MUST BE SUBMITTED BY JUNE 9, 2025	The number of workweeks in the Class Period and the number of pay periods in the PAGA Period you worked according to Defendant’s records are stated on the first page and on Section 4E of this Notice. If you disagree with either of these numbers, you may challenge it by June 9, 2025. See Section 5B of this Notice. Any dispute as to the number of workweeks and/or pay periods must be in writing. Defendant’s records will be presumed accurate so you must include proof substantiating your dispute. The Administrator will investigate and determine if the dispute appears to be valid.
YOU CAN PARTICIPATE IN THE FINAL APPROVAL HEARING, SCHEDULED FOR JULY 9, 2025	The Court’s Final Approval Hearing is scheduled to take place on July 9, 2025. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. See Section 7A of this Notice.

1. WHAT IS THE PURPOSE OF THIS NOTICE?

Plaintiff Acevedo initiated a putative class action on June 30, 2023, known as *Fernando Alberto Acevedo v. Crocs Retail, LLC*, in Los Angeles County Superior Court, Case Number 23STCV15354, against Crocs Retail, LLC (the “Class Action”). On April 19, 2024, Plaintiff Acevedo and Plaintiff Guzman initiated a separate representative action for civil penalties under the PAGA known as *Fernando Alberto Acevedo, et al. v. Crocs Retail, LLC*, in Los Angeles County Superior Court, Case No. 24NNCV01096, against Defendant, which they later amended to add Plaintiff Hipolito and Plaintiff Olmos-Cortes as named plaintiffs in that action (the “PAGA Action”). Plaintiffs and Defendant have reached a global settlement of both actions on behalf of non-exempt employees who worked for Defendant at any time between January 3, 2019, and December 31, 2024. As a condition of settlement, the parties agreed to combine the Class Action and the PAGA Action into a single, consolidated lawsuit (the “Action”) by (1) amending the complaint in the Class Action, which is now the “Operative Complaint,” to add Plaintiff Guzman, Plaintiff Hipolito, and Plaintiff Olmos-Cortes as named plaintiffs and a cause of action for recovery of civil penalties under the PAGA; and (2) dismissing the PAGA Action. Judge Elihu Berle in Department 6 of the Los Angeles County Superior Court is overseeing the Action and this Settlement. Defendant’s records indicate that you are a Class Member covered by this Settlement.

2. WHAT IS THE ACTION ABOUT?

The Action alleges that Defendant violated California labor laws (and the related Industrial Wage Order) by failing to pay regular, minimum, and overtime wages, failing to provide lawful meal and rest periods or pay premium wages for unprovided meal and rest periods, failing to pay all wages when due or upon termination of employment, failing to pay reimbursable expenses, and failing to provide accurate itemized wage statements. Based on these same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*) Plaintiffs are represented by Class Counsel, namely, Arrash T. Fattahi, Esq. and Arman A. Salehi, Esq., of Wilshire Law Firm.

You can read Plaintiffs’ allegations as stated in the Operative Complaint, which is available at [\[Administrator’s website\]](#).

3. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not decided whether Defendant or Plaintiffs are correct. Defendant and Plaintiffs reached a settlement by mediating this Action with an experienced neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a written settlement agreement (the “Settlement Agreement”) and agreeing to jointly ask the Court to enter judgment ending the Action and enforcing the terms of the Settlement Agreement, Plaintiffs and Defendant have negotiated a settlement that is subject to the Court’s final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merits of any of Plaintiffs’ claims. Plaintiffs and Class Counsel strongly believe that the Settlement is a good deal for you because they believe that: (a) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strengths of the claims and the risks and uncertainties of continued litigation; and (b) settlement is in the best interests of the Class Members and the Aggrieved Employees. The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized this Notice, and has scheduled a hearing to determine final approval.

4. TERMS OF THE SETTLEMENT

A. HOW MUCH IS THE SETTLEMENT AND WHO IS PAYING IT?

Defendant has agreed to pay \$1,000,000.00 (the “Gross Settlement Amount”) to settle all the claims of Plaintiffs, Class Members, and Aggrieved Employees. The Gross Settlement Amount will be deposited into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, payment to Plaintiffs for initiating the Action and providing services in support of the Action (the “Class Representative Service Payments”), Class Counsel’s fees and litigation expenses, the expenses incurred by the Administrator to effectuate the Settlement, and penalties required to be paid to the California Labor and Workforce Development Agency (“LWDA”).

B. THE ADMINISTRATOR

The Court has appointed the neutral company, CPT Group, Inc. (the “Administrator”), to administer the Settlement, including sending this Notice, calculating and making payments, and processing any Class Member’s Request for Exclusion. The Administrator will also decide Class Member challenges over workweeks and/or pay periods, mail and re-mail settlement checks and tax forms, and perform any other tasks necessary to administer the Settlement.

C. WHAT WILL THE GROSS SETTLEMENT AMOUNT PAY?

At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the final amounts for which will be decided by the Court at the Final Approval Hearing:

- i. Up to \$333,333.33 (which represents one-third (1/3rd) of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$35,000.00 for Class Counsel’s litigation expenses. To date, Class Counsel have worked and incurred expenses in and for the Action without payment.
- ii. Up to \$30,000.00 to Plaintiffs as Class Representative Service Payments for filing the Action, working with Class Counsel, and representing the Class. \$7,500 will be paid to each Plaintiff, in addition to their respective Individual Class Payments and Individual PAGA Payments.
- iii. Up to \$19,750.00 to the Administrator for services to administer the Settlement.

- iv. Up to \$10,000.00 for PAGA penalties, of which seventy-five percent (75%) (*i.e.*, \$7,500.00) shall be remitted to the LWDA as the LWDA PAGA payment and the remaining twenty-five percent (25%) (*i.e.*, \$2,500.00) shall be distributed to Aggrieved Employees based on their PAGA Period pay periods.

After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount to Class Members (the “Net Settlement Amount”). Any Participating Class Member has the right to object to any portion of these deductions. The Court will consider all objections.

D. HOW WILL THE NET SETTLEMENT AMOUNT AND PAGA PENALTIES BE DISTRIBUTED AMONG CLASS MEMBERS?

The Net Settlement Amount and the additional 25% of the PAGA penalties reserved for payment to Aggrieved Employees (up to \$2,500.00) will be distributed as follows:

i. Individual Class Payments.

The Administrator will calculate Individual Class Payments to be paid from the Net Settlement Amount by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.

Plaintiffs and Defendant are requesting the Court to approve an allocation of 25% of each Individual Class Payment toward taxable wages (the “Wage Portion”) and the remaining 75% towards penalties and interest (the “Non-Wage Portion”). Crocs will separately pay employer payroll taxes it owes on the Wage Portion.

The Wage Portion of Individual Class Payments will be subject to employee tax withholdings, as reported on IRS W-2 Forms, which will be withheld and paid from the Wage Portions of the Individual Class Payments.

The Non-Wage Portion of Individual Class Payments will be counted as penalties and interest rather than wages for tax purposes (and therefore shall not be subject to any tax withholdings). The Administrator will report the Non-Wage Portion of the Individual Class Payments on IRS 1099 Forms.

ii. The Individual PAGA Payments.

The Administrator will calculate the Individual PAGA Payments by (a) dividing the 25% of the PAGA penalties reserved for payment to Aggrieved Employees (up to \$2,500.00) by the total number of PAGA pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

The Individual PAGA Payments will be counted as penalties rather than wages for tax purposes (and therefore shall not be subject to any tax withholdings). The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

iii. No Advice regarding Tax Treatment of Individual Class and PAGA Payments.

Although Plaintiffs and Defendant have agreed to this allocation, neither side is giving you any advice on whether your Individual Class Payment and, if eligible, your Individual PAGA Payment are taxable and how much you might owe in taxes. You should consult with a tax advisor concerning the tax consequences of the payments you receive under the Settlement.

E. WHAT WILL MY APPROXIMATE RECOVERY BE?

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be**

\$ [REDACTED].¹ The actual amount you may receive will likely be different and will depend on a number of factors, including (i) the number of Class Members who ultimately participate in the Settlement; (ii) the ultimate costs of providing notice and administering the Settlement; and (iii) the amount that the Court ultimately awards with respect to the Class Representative Service Payments, Class Counsel's fees and litigation expenses, and Administrator expenses.

The above estimates are based on Defendant's records that show **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or you worked more pay periods during the PAGA Period, you can submit a challenge by the deadline date indicated in Section 5B of this Notice.

F. WHAT CLAIMS WOULD I BE RELEASING IF I DO NOT OPT OUT OF THE SETTLEMENT?

Upon final approval of the Settlement and when Defendant has fully funded the Gross Settlement Amount, each Class Member who has not opted out of the Class Settlement (*i.e.*, each Participating Class Member) will be legally barred from asserting any of the claims released under the Settlement. This means that, unless you have opted out by submitting a valid and timely Request for Exclusion, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or its related entities for wages based on the Class Period facts or for PAGA penalties based PAGA Period facts, as alleged in the Operative Complaint.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective present and former spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from all claims, debts, liabilities, demands, obligations, guarantees, actions, or causes of action of whatever kind or nature during the Class Period, whether known or unknown, that were alleged in the Operative Complaint or that reasonably could have been alleged, based on the facts stated in the Operative Complaint and that were ascertained in the course of the Action, including those arising out of or related to: (1) all claims for failure to pay minimum, straight-time, and/or overtime wages for all hours worked, including all off-the-clock time both before clocking in for a shift, after clocking out for meal periods, and after clocking out at the end of shift; (2) all claims for failure to provide compliant meal periods or compensation in lieu thereof; (3) all claims for failure to authorize and permit compliant rest periods or compensation in lieu thereof; (4) all claims for failure to pay overtime, meal and/or rest period compensation, and/or sick pay at the regular rate of pay; (5) all claims for failure to timely pay wages due upon termination or resignation of employment; (6) all claims for failure to pay wages due upon regularly-scheduled paydays; (7) all claims for non-compliant wage statements; (8) all claims for failure to reimburse necessary business expenses; and (9) all claims asserted through California Business & Professions Code section 17200 *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint (the "Released Claims"). The Released Claims include all related claims of any kind for unpaid wages, premium pay, liquidated damages, statutory penalties, civil penalties, restitution, interest, injunctive relief, punitive damages, and other damages, costs, expenses, and attorneys' fees arising from the alleged violation of any provision of common or statutory law that were or reasonably could have been raised as part of Plaintiffs' claims in the Operative Complaint, including but not limited to claims under California

¹ If no amount is stated for your Individual PAGA Payment, then according to Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 246 *et seq.*, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, all provisions of the California Industrial Welfare Commission Wage Orders that provide the same or similar protections, and section 17200 *et seq.* of the California Business and Professions Code.

Aggrieved Employees shall also be bound by the release of any claims for civil penalties under section 2699 *et seq.* of the California Labor Code that were alleged in Plaintiffs' respective PAGA Notices, even if they formally opted out of the Class Settlement and are no longer bound by the other provisions of the above release that are not claims for civil penalties under section 2699 *et seq.* This means that all Aggrieved Employees (including Non-Participating Class Members) cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in Plaintiffs' respective PAGA Notices. The Aggrieved Employees' release provides as follows:

All Aggrieved Employees, on behalf of themselves and their respective present and former spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release and discharge the Released Parties from all claims for any and all PAGA remedies during the PAGA Period that were alleged in, or reasonably could have been alleged in, or that were based on, arise from, or relate to the facts stated in the Operative Complaint, the PAGA Notices, and that were ascertained in the course of the Action, including any right, claim, or demand for civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 246 *et seq.*, 510, 512, 1174, 1194, 1194.2, 1197, 1198, 2800, and 2802, all provisions of the California Industrial Welfare Commission Wage Orders that provide the same or similar protections, and section 17200 *et seq.* of the California Business and Professions Code. Plaintiffs and Aggrieved Employees will be bound by this release of PAGA claims even if they, or any of them, request to be excluded from the Settlement in accordance with Paragraph 9.5 [of the Settlement Agreement].

G. THE SETTLEMENT IS SUBJECT TO COURT APPROVAL AND WILL BE VOID IF THE COURT DENIES FINAL APPROVAL.

It is possible that the Court will decline to grant final approval of the Settlement or decline to enter judgment on its order granting final approval. It is also possible that the Court will enter a judgment on its order granting final approval that is subsequently reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void, meaning that Defendant will not pay any money and Class Members will not release any claims against Defendant.

5. YOUR RIGHTS AND OPTIONS

A. HOW WILL I GET PAID?

For every Participating Class Member (*i.e.*, every Class Member who does not opt-out), the Administrator will send, by U.S. Mail, an Individual Class Payment Check and, to those who qualify as Aggrieved Employees, a separate Individual PAGA Payment check. For every Non-Participating Class Member (*i.e.*, every Class Member who opted out of the Class Settlement) who qualifies as an Aggrieved Employee, the Administrator will send, by U.S. Mail, a single Individual PAGA Payment check.

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check(s) expires (the void date). If you do not negotiate the check(s) by the void date, your check(s) will be automatically cancelled. Any unclaimed funds from any uncashed checks, plus any interest thereon, shall be distributed to the California State Controller's Unclaimed Property Fund in the names of the Participating Class Members and/or Aggrieved Employees. If the monies represented by your check(s) are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

Your check(s) will be sent to the same address as indicated on this Notice. If you change your address (or want your check sent to a different address), please be sure to notify the Administrator as soon as possible. Sections 5B and 8 of this Notice have the Administrator's contact information.

B. CAN I DISPUTE THE NUMBER OF WEEKS OR PAY PERIODS DEFENDANT CLAIMS I WORKED?

Yes. If you disagree with the number of workweeks and/or PAGA Period pay periods reported for you in Defendant's records, you may file a written dispute with the Administrator by June 9, 2025. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax to the Administrator at the following address:

CLASS ACTION ADMINISTRATOR

[Administrator]

[Address, telephone, and fax]

The Administrator's contact information is also provided below in section 8.

Any dispute submitted to the Administrator as to the number of workweeks and/or pay periods must be in writing and include proof supporting your dispute. In the absence of any contrary documentation, the Administrator is entitled to presume that the workweeks and pay periods contained in this Notice are correct so long as they are consistent with the Class Data. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve the workweek and/or pay period challenges based on your submission and input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's determination is final and binding. You cannot appeal or otherwise challenge the Administrator's final decision.

Do not contact the court to dispute the calculation of your Class Period workweeks and/or PAGA Period pay periods.

C. CAN I OBJECT TO THE SETTLEMENT?

Yes, but **only** as to the Class Settlement **and only if** you do not opt out of the Class Settlement. If you do not wish to opt out of the Class Settlement but disagree with any portion of the Class Settlement, you have the right to file an objection. If you opt out of the Class Settlement, you will not be eligible to object to any portion of the Class Settlement.

If you do not opt out of the Class Settlement, you can object to the Class Settlement and you can give reasons why you think the Court should not approve it. The Court will consider your position. Your objection must state, in writing, the specific reason for your objection, including any legal support, as well as your full legal name, date of birth, and the dates you worked as a non-exempt employee of Defendant and must be mailed, faxed, or emailed to the Administrator no later than June 9, 2025. In the alternative, you may appear in Court (or hire an attorney to appear in Court at your own expense) to raise oral objections or offer comments at the Final Approval Hearing.

Whether or not you object to or opt out of the Class Settlement, you may not object to the PAGA Settlement for any reason. This means that, if you qualify as an Aggrieved Employee, you will automatically be bound by the PAGA Settlement and related release.

D. CAN I OPT OUT OF THE SETTLEMENT?

Yes, but **only** to the Class Settlement. You cannot opt out of the PAGA Settlement.

Unless you notify the Administrator in writing that you wish to opt out of the Class Settlement, you will be treated as a Participating Class Member participating fully in the Class Settlement. The easiest way to notify the Administrator that you request to be excluded from the Class Settlement is by submitting the

“Request for Exclusion” form provided in this Notice by June 9, 2025. The Request for Exclusion form should be submitted by you or your representative and it must: (a) include your name, the last four digits of your social security number, and your signature; and (b) indicate that you desire to exclude yourself from the Class Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage-and-hour claims against Defendant. If you submit a timely and valid Request for Exclusion, as determined by the Administrator, you will not be eligible to object to any aspect of the Settlement.

You cannot opt out of the PAGA Settlement. Class Members who exclude themselves from the Class Settlement (*i.e.*, Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

If you opt out of the Class Settlement, your share of the non-PAGA Settlement proceeds may be divided up amongst the Participating Class Members.

E. WHAT IF I DO NOTHING?

If you do nothing, you will receive your Individual Class Payment and/or Individual PAGA Payment, if any, from the Net Settlement Amount but only *if* and *after* the Court grants final approval. Even if you do not cash your settlement check(s), you will still be bound by all the terms of the Settlement, including the waivers and releases discussed in Section 4F, and you will be prevented from suing Defendant or participating in any other litigation or class action as to the matters being settled in this Action.

6. PROHIBITION AGAINST RETALIATION

Defendant has agreed to this Settlement and it shall not discriminate and/or retaliate against any Class Member who accepts benefits under this Settlement. Your participation in this Settlement will in no way affect your employment relationship with Defendant.

7. FINAL APPROVAL OF SETTLEMENT

A. HOW AND WHEN WILL THE COURT PROVIDE FINAL APPROVAL OF THE SETTLEMENT?

The Los Angeles County Superior Court of the State of California will hold a Final Approval Hearing on July 9, 2025, at 9:00 a.m., in Department 6, located at 312 North Spring Street, Los Angeles, California 90012, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Representative Service Payments, Class Counsel’s fees and litigation expenses, and the expenses incurred by the Administrator to effectuate the Settlement. The Court will invite comments from Class Members who have submitted written objections, Class Counsel, and Defense Counsel before making a decision. Though your attendance is not required, you may attend (or hire a lawyer to attend) either personally or virtually via [\[remote link\]](#). It is possible the Court may reschedule the Final Approval Hearing. You should check the Administrator’s website [\[\]](#) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

B. WHEN WILL I GET MY SETTLEMENT CHECK(S)?

If there are no appeals to the Court’s order granting final approval of the Settlement, the check(s) representing the Individual Class Payment and/or Individual PAGA Payment will be mailed out approximately 37 days after the Court enters judgment on its order granting final approval of the Settlement.

8. GETTING MORE INFORMATION

This Notice does not contain all the terms of the Settlement or all of the details of these

proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court.

You may also visit the Administrator's website at [\[Administrator's website\]](#) to find specific documents related to this case and be able to access the Notice and other forms. There is no charge to view the documents on this website. You may also contact Class Counsel or the Administrator for information about this Action:

<i>Class Counsel for Plaintiffs and the Settlement Class</i>
Arrash T. Fattahi, Esq. arrash.fattahi@wilshirelawfirm.com Arman A. Salehi, Esq. arman.salehi@wilshirelawfirm.com WILSHIRE LAW FIRM 3055 Wilshire Boulevard, 12th Floor Los Angeles, California 90010 Tel: (213) 381-9988 Fax: (213) 381-9989
<i>The Administrator</i>
[Name] [Address]

**DO NOT TELEPHONE, WRITE, OR OTHERWISE CONTACT THE SUPERIOR COURT TO
OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

REQUEST FOR EXCLUSION

Fernando Alberto Acevedo, et al. v. Crocs Retail, LLC, et al.
Los Angeles County Superior Court Case No. 23STCV15354

I, [Class Member], want to OPT-OUT of the Class in the lawsuit entitled *Fernando Alberto Acevedo, et al. v. Crocs Retail, LLC, et al.*, Superior Court of the State of California, County of Los Angeles, Case No. 23STCV15354. I understand that, by excluding myself from the Class, I will neither receive an Individual Class Payment, as described in the accompanying Class Notice, nor have the right to object to the Class Settlement. Additionally, if I am an Aggrieved Employee, I also understand that I am not excluding myself from the PAGA Settlement and that I will receive an Individual PAGA Payment.

Signature

Date

Print Name of Class Member or
Representative

Last Four Digits of
Social Security Number

**TO BE EFFECTIVE, PLEASE RETURN THIS TO THE ADMINISTRATOR BY JUNE 9, 2025 AT
THE FOLLOWING ADDRESS:**

[Insert name and address of administrator]

PROOF OF SERVICE

Acevedo v. Crocs Retail, LLC, et al.
23STCV15354

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Jonathan Austin, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is jonathan.austin@wilshirelawfirm.com.

On **March 12, 2025**, I served the foregoing **REVISED [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Glenn L. Briggs (SBN 174497)
gbriggs@kadingbriggs.com
Kymberleigh Damron-Hsiao (SBN 240508)
kdh@kadingbriggs.com
Stanley G. Stringfellow II (SBN 259047)
sgs@kadingbriggs.com
KADING BRIGGS LLP
100 Spectrum Center Drive, Suite 800
Irvine, California 92618
Telephone: (949) 450-8040
Facsimile: (949) 450-8033

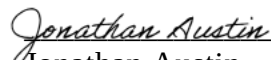
Attorneys for Defendant

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor & Workforce Development Agency Online Filing Site.

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service address listed above via third-party service **CASEANYWHERE**.

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

Executed this **March 12, 2025**, at Los Angeles, California.


Jonathan Austin