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

13 MARKO DJORIC, an individual, on behalf of
himself and all others similarly situated,
14 Plaintiff,
15 v.
16 JUSTIN BRANDS, INC.; and DOES 1
through 10, inclusive.
17 Defendant.
18

Case No. BC574927
CLASS ACTION
SETTLEMENT AGREEMENT
Assigned to: Hon. Maren E. Nelson
Dept. 307
Action Filed: March 12, 2015

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1 Subject to Court approval, this Agreement of Settlement (“Settlement Agreement”), is
2 made as of the last date executed below, by and between Plaintiff Marko Djoric (“Plaintiff” or
3 “Djoric”), both individually and on behalf of all Settlement Class Members (as defined below),
4 and Defendant Justin Brands, Inc. (“Defendant”). This Settlement Agreement supersedes and
5 replaces the settlement agreements signed by the Parties in June 2017 and November/December
6 2017.

7 RECITALS

8 A. On March 12, 2015, Plaintiff filed a putative class action complaint on behalf of
9 himself and other similarly situated California residents against Defendant in the Superior Court
10 of the State of California, County of Los Angeles, captioned *Djoric v. Justin Brands, Inc.*, Case
11 No. BC574927 (the “Action”). The Action sets forth three causes of action for: (1) violation of
12 the California Unfair Competition Law, Business and Professions Code sections 17200, *et seq.*;
13 (2) violation of the California Consumers Legal Remedies Act, Civil Code sections 1750, *et seq.*;
14 and (3) violation of the California False Advertising Law, Business and Professions Code sections
15 17500, *et seq.* On April 20, 2015, Plaintiff filed a first amended complaint asserting the same
16 three causes of action.

17 B. Plaintiff alleges that Defendant manufactured, distributed and/or sold Chippewa
18 boots and other footwear that were labeled as “Handcrafted in the USA,” or otherwise represented
19 with a United States country of origin, but contained foreign-made component parts (the
20 “Chippewa Products”) in violation of California law. Accordingly, Plaintiff alleges that
21 Defendant falsely marketed and represented to consumers that its Chippewa Products were
22 “Handcrafted in the USA,” or were otherwise represented with a United States country of origin,
23 when Defendant was not lawfully entitled to make such representations.

24 C. Defendant denies and continues to deny all charges of wrongdoing or liability
25 against it arising out of any of the conduct, statements, acts or omissions alleged, or that could
26 have been alleged, in the Action.

27 D. On October 26, 2016 and November 8, 2016, the Parties mediated this case before
28 Ralph Williams at the ADR Services offices in Los Angeles, California. The Parties engaged in

1 good faith, arms'-length negotiations. At and after mediation, the Parties reached agreement on
2 a settlement proposal. The terms of the settlement are laid out in greater detail herein.

3 E. Class Counsel conducted significant discovery and a thorough examination and
4 investigation of the facts and law relating to the matters in the Action, including but not limited
5 to examining highly confidential and competitively sensitive information provided by Defendant.

6 F. Class Counsel analyzed and evaluated the merits of all Parties' contentions and
7 this Settlement as it impacts all Parties and the Settlement Class Members. Class Counsel and
8 Plaintiff believe that Plaintiff and the Settlement Class Members have meritorious claims against
9 Defendant, but recognize that the settlement provides significant benefits to all Settlement Class
10 Members, eliminates the burden, expense, and uncertainty inherent in complex litigation, and
11 minimizes significant uncertainties associated with further litigation. Among the risks of
12 continued litigation are the risks of prevailing on a motion to certify the class and proving liability
13 or damages on a classwide basis. Class Counsel and Plaintiff, after taking into account the
14 foregoing, are satisfied that the terms and conditions of this Settlement Agreement are fair,
15 reasonable, adequate, and equitable, and that a settlement of the Action and the prompt provision
16 of effective relief to the Class are in the best interest of the Settlement Class Members.

17 G. Defendant, while continuing to deny all allegations of wrongdoing and
18 disclaiming any liability with respect to any and all claims, considers it desirable to resolve the
19 Action on the terms stated herein to avoid further expense, inconvenience, and the distraction and
20 diversion of its personnel and resources. Therefore, Defendant determined that settlement of this
21 Action on the terms set forth herein is in its best interests.

22 H. Each of the terms set forth in this Settlement Agreement was reached through
23 arms'-length negotiation, including discussions that took place in connection with the mediation.
24 Defendant, Class Counsel, and Plaintiff agreed to settle and compromise all claims of the
25 Settlement Class Members (as defined below) asserted in the Action, without costs to any party
26 (except as provided herein) on the terms and conditions set forth in this Settlement Agreement,
27 subject to the approval of the Court.

28 I. This Settlement Agreement reflects a compromise between the Parties, and shall

1 in no event be construed as or be deemed an admission or concession by any Party of the truth of
2 any allegation or the validity of any purported claim or defense asserted in any of the pleadings
3 in the Action. Nothing in this Settlement Agreement shall constitute an admission of liability or
4 be used as evidence of liability, by or against any Party hereto.

5 J. This Settlement Agreement, including its exhibits, embodies all of the terms and
6 conditions of the settlement between Defendant and Plaintiff, both individually and on behalf of
7 the Settlement Class, subject to the approval of the Court.

8 **TERMS AND CONDITIONS OF SETTLEMENT**

9 **NOW THEREFORE**, it is agreed by the undersigned, on behalf of Plaintiff and
10 Defendant, that this Action and all claims of the Plaintiff and all other Settlement Class Members
11 shall be settled and compromised, without costs to Plaintiff or Defendant (except as provided
12 below), on the following terms and conditions.

13 **A. DEFINITIONS**

14 The following terms, as used in this Settlement Agreement and attached exhibits, have the
15 meanings set forth below:

16 1. "Action" means this lawsuit, *Marko Djoric v. Justin Brands*, Los Angeles County
17 Superior Court, Case BC574927.

18 2. "Attorneys' Fees" means any award of attorneys' fees and costs approved by the
19 Court for payment to Class Counsel.

20 3. "Cash Benefit" means a \$25 payment by Defendant to a Qualifying Claimant who
21 elects to receive the Cash Benefit, to be made by check.

22 4. "Chippewa Products" means the models of Justin Brand's Chippewa boots
23 attached hereto as Exhibit D which were manufactured, marketed, and/or distributed by
24 Defendant with the designation "Handcrafted in the USA" or other designation of United States
25 origin, but that contain one or more foreign-made component parts.

26 5. "Claim" means a claim made either electronically or by U.S. Mail by a person
27 stating that he or she is a member of the Settlement Class and making a selection of either the
28 Cash Benefit or the Promotional Code for each Qualifying Transaction, in accordance with the

1 Claim Form and the requirements contained in this Settlement Agreement.

2 6. "Claim Form" means the form attached hereto as Exhibit E. The Claim Form will
3 be in English only.

4 7. "Claimant" shall mean any Settlement Class Member who submits a Claim Form.

5 8. "Claims Administrator" means JND Legal Administration or other mutually
6 agreeable administrator, which will be retained to administer the Notice Program as described in
7 Section E of this Settlement Agreement and the Claim Program as described in Section F of this
8 Settlement Agreement.

9 9. "Claims Period" means the period of time commencing on the date twenty (20)
10 days after the Court enters the Preliminary Approval Order and ending on the one hundred
11 eightieth (180th) day thereafter.

12 10. "Class Counsel" means Gretchen Carpenter of Carpenter Law and David C. Parisi
13 and Suzanne Havens Beckman of Parisi & Havens LLP

14 11. "Class Period" means March 1, 2011 through June 30, 2017.

15 12. "Court" means the Superior Court of the State of California, County of Los
16 Angeles.

17 13. "Defendant's Counsel" means Stream Kim Hicks Wrage & Alfaro, PC.

18 14. "Effective Date" shall occur upon the latter of: (i) sixty-five (65) calendar days
19 after the date of mailing of the notice of entry of the Final Approval Order and Judgment, if no
20 notice of appeal or other form of appellate review has been filed and no other challenge has been
21 sought (including, but not limited to, a motion to modify the Approval Order, or any motion to
22 reconsider, alter or amend the Final Approval Order and Judgment); or (ii) if any appeal is taken,
23 or any reargument or other form of review is sought, the date on which the Final Approval Order
24 and Judgment shall have been affirmed in all respects and the time for any further appeal,
25 reargument or other form of review shall have expired.

26 15. "Final Approval Hearing" means the hearing to consider the final approval of the
27 Settlement.

28 16. "Final Approval Order and Judgment" means the final order and judgment entered

1 by the Court in the form attached hereto as Exhibit C, approving this Settlement Agreement as
2 fair, adequate, and reasonable. The Final Approval Order and Judgment shall be deemed “Final”
3 upon its entry.

4 17. “Notice” means the Notice of Proposed Settlement of Class Action in the forms
5 (long form notice, summary notice, and banner ads) attached hereto as Exhibit A.

6 18. “Notice Expenses” means the costs reasonably and actually incurred by the Claims
7 Administrator in connection with providing notice to Settlement Class Members, and
8 administering Claims pursuant to this Settlement Agreement, as discussed in Sections D-F of this
9 Settlement Agreement.

10 19. “Notice Program” means the mechanisms and arrangement for providing notice
11 as described in Section E of this Settlement Agreement.

12 20. “Parties” means Plaintiff and Defendant, collectively.

13 21. “Plaintiffs” collectively refers to Djoric and Settlement Class Members.

14 22. “Preliminary Approval Order” means the Order issued by the Court in
15 substantially the same form attached hereto as Exhibit B.

16 23. “Promotional Code” means a \$50 promotional code issued by Defendant to a
17 Qualifying Claimant who elects to receive the Promotional Code, that can be used toward the
18 purchase of any Chippewa footwear product available at <http://www.chippewaboots.com>. The
19 Promotional Codes shall expire two years after their date of issuance and shall be fully
20 transferrable. Multiple Promotional Codes can be used per transaction.

21 24. “Qualifying Transaction” means a purchase in California (including an online
22 purchase made while the purchaser is in California) of a Chippewa Product during the Class
23 Period.

24 25. “Qualifying Claimant” means a Settlement Class Member who submits a timely,
25 completed, and fully executed Claim Form, indicating that he or she engaged in a Qualifying
26 Transaction, and whose claim is not rejected by the Claims Administrator and is not disputed by
27 the Claims Administrator under the procedures set forth in Section F below.

28 26. “Released Claims” means the claims released as described in Section K of this

1 Settlement Agreement.

2 27. "Released Persons" means and includes Defendant and its past and present
3 subsidiaries and affiliates, parent companies, divisions, as well as their distributors, wholesalers,
4 retailers, customers and licensors, including the officers, directors, trustees, employees,
5 shareholders, agents, insurers, spokespersons, legal representatives, attorneys, public relations
6 firms, advertising and production agencies and assigns of all such persons or entities.

7 28. "Settlement" means the terms and conditions of the settlement embodied by this
8 document.

9 29. "Settlement Class" means, for settlement purposes only, all California persons
10 who made a Qualifying Transaction. Specifically excluded from the Settlement Class are: (a)
11 employees, officers, directors, agents, and representatives of Defendant and its subsidiaries and
12 affiliates; (b) all mediators, judges and judicial staff who have presided over the Action; and (c)
13 all persons who have timely opted-out and/or been properly excluded from the Class.

14 30. "Settlement Class Member(s)" means any member of the Settlement Class.

15 31. "Settlement Website" means the website to be created for this Settlement that
16 will, at the appropriate time, prominently post information pertaining to the Action and the terms
17 of the Settlement, and which will contain a copy of the Notice, the operative complaint in the
18 Action, and other relevant documents and electronic and printable forms relating to the
19 Settlement, including the Claim Form which can be submitted online or printed and mailed. The
20 URL of the Settlement Website shall be www.ChippewaMadeinUSASettlement.com. The Claims
21 Administrator shall consult the Parties on the design and content of the Settlement Website.

22 **B. TIMING OF PRELIMINARY APPROVAL**

23 Plaintiff has filed a motion for certification of the Settlement Class, for settlement
24 purposes only, and for preliminary approval of this Settlement.

25 **C. CONDITIONS OF SETTLEMENT**

26 Counsel for the undersigned agree to recommend approval of this Settlement Agreement
27 to the Court and to undertake reasonable efforts, including all steps and efforts contemplated by
28 this Settlement Agreement and any other steps and efforts that may be necessary or appropriate,

1 by order of the Court or otherwise, to carry out the terms of this Settlement.

2 **D. SETTLEMENT CONSIDERATION FROM DEFENDANT**

3 1. The consideration provided by Defendant in accordance with this Settlement
4 Agreement is in full, complete, and final settlement of the claims of Settlement Class Members
5 in the Action as against all Released Persons.

6 2. Election Between Cash Benefit and Promotional Code. In full and complete
7 settlement of all claims which have been, might have been, are now or could be asserted in the
8 Action by Settlement Class Members against all Released Persons, Defendant, either directly or
9 indirectly through the Claims Administrator, will distribute to each Qualifying Claimant who
10 timely submits a fully executed Claim Form, at the Qualifying Claimant's election, either: (1) a
11 Cash Benefit in the amount of \$25 for each Chippewa Product claimed, or (2) a \$50 Promotional
12 Code for each Chippewa Product claimed. Cash Benefits and Promotional Codes shall be
13 distributed to Qualifying Claimants within thirty (30) days of the Effective Date of this Settlement
14 Agreement.

15 3. Injunctive Relief. Defendant shall:

16 a. Agree to maintain the changes Defendant made in or about March 2016 to its
17 Chippewa Products and their marketing, advertising, and promotional materials,
18 including revision of Defendant's country of origin representations and use of
19 the United States flag without qualifying language, to comply with California
20 law, including but not limited to Business & Professions Code Section 17533.7.
21 This injunctive relief will become effective as part of the Judgment on the
22 Effective Date and will remain in effect for five years, unless new or amended
23 federal or California laws expressly allow or require further changes. In either
24 case Defendant expressly agrees to conform its marketing, advertising, and
25 promotional materials to such additional or different requirements imposed by
26 subsequent law.

27 b. Publish a corrective announcement on the home page of Defendant's website
28 (www.chippewaboos.com), in the same sized font as the rest of its home page,

1 disclosing that the Chippewa Products include parts that are manufactured
2 outside the United States, and including a link to a web page that lists the specific
3 Chippewa Products affected. The announcement will be in substantially the
4 following form: “Notice to California Consumers: Chippewa boots that were
5 previously advertised as ‘Handcrafted in the U.S.A.’ were constructed by
6 workers here in the U.S.A., but also contained parts manufactured outside the
7 United States. We now include ‘with imported parts’ or like notices with our
8 advertising. Chippewa apologizes if this caused any confusion to its valued
9 customers. California consumers click [here](#) for a list of specific boot models
10 affected.” The announcement will remain on the homepage of Defendant’s
11 website for at least six (6) months.

12 c. Publish a corrective announcement in the twenty-one (21) California
13 newspapers of general circulation within California set forth in Exhibit F hereto,
14 disclosing that the Chippewa Products include parts that are manufactured
15 outside the United States. The announcement will be in the following form:
16 “Chippewa boots that were previously advertised as ‘Handcrafted in the U.S.A.’
17 were constructed by workers here in the U.S.A., but also contained parts
18 manufactured outside the United States. We now include ‘with imported parts’
19 or like notices with our advertising. Chippewa apologizes if this caused any
20 confusion to its valued customers. Go to www.chippewaboos.com for a list of
21 specific boot models affected.”

22 d. Notify in writing all known parties who sell, distribute, or market the Chippewa
23 brand boots in California, including online retailers outside of California who
24 sell to California residents, that although the boots were advertised as
25 “Handcrafted in the U.S.A.,” they include parts that were manufactured outside
26 the United States, and providing a list of specific boot models affected.

27 e. Instruct in writing and require all known parties who sell, distribute or market
28 Chippewa brand boots in California, including online retailers outside of

1 California who sell to California residents, to:

- 2 i. Only represent or advertise to California residents that Chippewa
3 Products are “Handcrafted in the U.S.A.” when using the additional
4 representation that the boots include parts that are manufactured outside
5 the United States. Defendant shall instruct such retailers to use the
6 language “Assembled in the USA with imported parts” and/or
7 “Handcrafted in the USA with imported materials,” or substantially
8 similar language referencing the use of imported parts and materials;
- 9 ii. For known parties who sell, distribute, or market the Chippewa brand
10 boots in California through internet websites, Defendant shall provide
11 them with explicit instruction with regard to the change of language on
12 the websites in compliance with subparagraph (i), above;
- 13 iii. Only advertise for Chippewa boots using a United States flag by further
14 representing in the flag logo itself that the boots include parts that are
15 manufactured outside the United States, such as the flag currently being
16 used by Defendant, which includes the following language in the flag
17 logo itself: “Assembled in the USA with imported parts or Handcrafted
18 in the USA with imported materials.”;
- 19 iv. Return to Defendant, at Defendant’s expense, all of the retailer’s current
20 inventory of Chippewa boots that have the “Handcrafted in the U.S.A.”
21 logo embossed in leather on the boots;
- 22 v. Return to Defendant, at Defendant’s expense, or destroy all marketing
23 and packaging materials that advertise the boots as “Handcrafted in the
24 U.S.A.” without further representing that the boots include parts that are
25 manufactured outside the United States; and
- 26 vi. Destroy all marketing and packaging materials that advertise the boots
27 with a United States flag which does not further represent in the flag logo
28 itself that the boots include parts that are manufactured outside the

1 United States.

2 f. Follow up with retailers regarding their compliance with the provisions set forth
3 in subparagraph (e) above, three (3) months after the initial instructions are sent;
4 and

5 g. Report to Class Counsel as to the number of boots returned to Defendant
6 pursuant to subparagraph (d)(iv), above, four (4) months after the initial
7 instructions are sent.

8 4. The relief set forth in Paragraphs 3(a), (b), (c), and (d), above, shall be completely
9 implemented within six (6) months after the Effective Date. Notice of completion
10 must be filed with the Court and provided to Class Counsel within seven (7) months
11 after the Effective Date.

12 **E. NOTICE PROGRAM**

13 1. The Class Notice shall conform to all applicable requirements of California law,
14 the United States Constitution (including the Due Process Clause), and any other applicable law,
15 and shall otherwise be in the manner and form agreed upon by the Settling Parties and approved
16 by the Court.

17 2. The long form Notice and summary Notice shall be in the forms attached hereto
18 as Exhibit A. Also included in Exhibit A are samples of the banner ads described in Paragraphs
19 E.4 and E.5, below.

20 3. The Claims Administrator will arrange for publication of the summary Notice in
21 the twenty-one (21) printed publications set forth in Exhibit F hereto. The printed publication
22 will include one weekday insertion per newspaper per week, for two weeks. At least the first
23 weekly printed publication shall occur within twenty (20) days of the entry of the Preliminary
24 Approval Order.

25 4. The Claims Administrator will also arrange for publication of the banner ads on
26 the websites of the newspapers set forth in Exhibit F hereto. Over 1.1 million impressions will
27 be served over a one month period on these websites, beginning within twenty (20) days of the
28 entry of the Preliminary Approval Order.

1 5. The Claims Administrator will also arrange for banner ads across the Google
2 Display Network. Up to four million impressions will be served to California online users, 18
3 years and older. A two-pronged approach will be used, including behavioral targeting to reach
4 Californians 18 years and older and Chippewa Product purchasers based on their browsing history
5 anywhere on the internet, and contextual targeting to reach Californians 18 years and older by
6 placing the banner ads within webpage content related to Chippewa Products and retailers that
7 sell Chippewa Products. The banner ads will be placed over an one month period, beginning
8 within twenty (20) days of the entry of the Preliminary Approval Order.

9 6. The Claims Administrator will also arrange for publication of the summary Notice
10 in the June 2018 California edition of Popular Mechanics magazine, sold beginning on May 15,
11 2018.

12 7. The Claims Administrator will also send a letter and summary Notice to all retail
13 stores in California that sold Chippewa Products during the Class Period in the form of Exhibit
14 G hereto, asking them to post the Notice at their point of sale or near their display of Chippewa
15 Products. The letter will be sent to the retail stores within twenty (20) days of the entry of the
16 Preliminary Approval Order.

17 8. Defendant will post a link to the Settlement Website on its website for the duration
18 of the Claims Period.

19 9. To the extent that Defendant has California end-user identifying information in its
20 corporate books and records that establish that a particular person is or would be a Settlement
21 Class Member, Defendant will provide such information to the Claims Administrator and direct
22 the Claims Administrator to email or mail the long form Notice to those persons. All such emails
23 and mailings shall be emailed or mailed within twenty (20) days of the entry of the Preliminary
24 Approval Order. For any and all Notices returned to the Claims Administrator that have
25 forwarding addresses provided by the postal service, the Claims Administrator shall re-mail the
26 Notices to the new addresses; for any and all Notices returned to the Claims Administrator that
27 do not have forwarding addresses provided by the postal service, the Claims Administrator shall
28 use skip-trace measure to attempt to locate forwarding addresses and shall re-mail the Notices to

1 any new addresses found except that the Claims Administrator will have no obligation to re-mail
2 returned Notices that it receives from the postal service later than sixty (60) days after Notice.

3 10. The Settlement Website shall be active within twenty (20) days after the
4 Preliminary Approval Order is entered and shall remain active until ninety (90) days after the
5 Court enters the Judgment.

6 11. At least sixteen (16) court days prior to the Final Approval Hearing, the Claims
7 Administrator shall either provide to Class Counsel and Defendant's Counsel, or cause to be filed
8 with the Court, a declaration or declarations that it complied with provisions of Section E herein.

9 **F. CLAIM PROGRAM**

10 1. Notice will be provided to Settlement Class Members by the method set forth in
11 Section E of this Settlement Agreement.

12 2. Every Settlement Class Member shall have the right to submit a claim for
13 settlement benefits. A claim shall be valid only if submitted on the Claim Form pursuant to the
14 procedures set forth herein.

15 3. Claim Forms must be submitted: (a) electronically through the Settlement Website
16 no later than the last day of the Claims Period; or (b) in paper form *via* first class mail postmarked
17 no later than the last day of the Claims Period. On the Claim Form, the Settlement Class Member
18 must select between the Cash Benefit and the Promotional Code for each Qualifying Transaction,
19 and must certify the following under the penalty of perjury:

- 20 a. his or her name, valid residential address, and email address (where
21 available);
- 22 b. that the Settlement Class Member purchased one or more Qualifying
23 Products during the Class Period; and
- 24 c. the number and style (model number) of Qualifying Products purchased
25 during the Class Period, if known.

26 This information must be certified under penalty of perjury with a signature for Claim
27 Forms submitted in paper form, or with an electronic signature, in the form of typed initials, for
28 Claim Forms submitted electronically.

1 4. The Claims Administrator will review each Claim Form submitted by a Settlement
2 Class Member to determine whether the Claim Form is timely and valid, and will reject any
3 untimely and/or invalid claims (if any), within thirty (30) days after the expiration of the Claims
4 Period. The Claims Administrator shall report all such determinations of untimeliness or
5 invalidity to Class Counsel and Defendants' Counsel during weekly updates.

6 5. If the Claims Administrator disputes a Claim, then it shall notify the Claimant in
7 writing by mail no later than forty-five (45) days after the expiration of the Claims Period, stating
8 the reasons for the rejection. The Claimant will have fifteen (15) days after the notice is mailed
9 to cure the defects in his or her Claim Form. If a Claimant timely cures the defects in his or her
10 claim, the Claims Administrator will either (i) approve the Claim; or (ii) advise Class Counsel
11 that the Claims Administrator continues to dispute the Claim. The Court will retain jurisdiction
12 regarding disputed Claims. If Class Counsel and Defendant cannot agree on the resolution of any
13 disputed Claim Form, final determination of disputed Claims will be made by the Court. Class
14 Counsel and Defendant will exercise best efforts to submit any such disputed Claims to the Court
15 in batches.

16 A list of persons who constitute rejected claimants shall be filed with the Court by
17 Defendant's Counsel before the date of the Final Approval Hearing.

18 6. Settlement Class Members who do not return a Claim Form postmarked on or
19 before the final day of the Claims Period will remain Settlement Class Members and be bound by
20 this Settlement.

21 7. The Claims Administrator shall be responsible for: (i) establishing the Settlement
22 Website; (ii) providing notice to Settlement Class Members; (iii) processing Claim Forms by
23 Settlement Class Members; (iv) determining eligibility of Settlement Class Members for receipt
24 of the Cash Benefit or Promotional Code; (v) informing Settlement Class Members where and
25 how to receive their Cash Benefit or Promotional Code; (vi) emailing or mailing, where
26 appropriate, the Cash Benefit or Promotional Codes to Settlement Class Members; (vii) posting
27 notice of entry of the Final Approval Order and Judgment on the Settlement Website; and (viii)
28 preparing and submitting such documentation and declarations as are reasonably necessary to

1 obtain judicial approval of the settlement.

2 8. Defendant shall pay all notice and claims administration fees.

3 **G. FEES AND EXPENSES OF CLASS COUNSEL; CLASS REPRESENTATIVE**
4 **INCENTIVE AWARD**

5 1. Class Counsel shall file a motion with the Court for an award of Attorneys' Fees,
6 reimbursement of actual expenses, and an award of a class representative enhancement fee against
7 Defendant.

8 2. Such a motion shall be heard at the Final Approval Hearing (or at any other time
9 deemed appropriate by the Court).

10 3. Defendant reserves the right to file an opposition to the above-referenced
11 motion(s). Defendant, however, agrees not to oppose a request by Class Counsel of an award of
12 attorneys' fees and expenses not to exceed \$425,000, and/or an award of an incentive fee to
13 Plaintiff that does not exceed \$10,000.00. Class Counsel agrees not to request an award of
14 Attorneys' Fees and expenses greater than \$425,000. Any attorneys' fees award in excess of
15 \$425,000 shall be not be enforceable against the Defendant. Class Counsel and Plaintiff agree
16 not to request an incentive fee to Plaintiff greater than \$10,000.00. The payment of Attorneys'
17 Fees, reimbursement of actual expenses, and an award of a class representative incentive fee (if
18 any) will be paid by Defendant in addition to the settlement consideration to the Settlement Class.
19 If approved, these awards will be paid within twenty (20) days of the Effective Date

20 **H. FINAL APPROVAL HEARING**

21 1. Hearing Date: Pursuant to the Preliminary Approval Order, the Court will hold a
22 Final Approval Hearing on a date to be set by the Court.

23 2. Briefing Schedule: Any briefs in support of final approval by Class Counsel or
24 Defendant shall be submitted not less than sixteen (16) court days before the Final Approval
25 Hearing, unless otherwise agreed by the parties and ordered by the Court. Class Counsel will file
26 a Memorandum of Points and Authorities requesting recommendations of final approval of the
27 Settlement by the Court, including a determination by the Court: (i) that the Settlement be
28 approved as fair, reasonable, and adequate; (ii) that Class Counsel have adequately represented

1 the interests of the Settlement Class; (iii) that the Settlement Class, excluding those persons who
2 exercise their right to opt out of participation in the Settlement, will be certified; and (iv) that the
3 Final Approval Order and Judgment substantially in the form of Exhibit C, should be entered.
4 The Final Approval Hearing may be continued from time to time as necessary without further
5 notice to the Settlement Class.

6 3. Consequences of Non-Approval: If the Court does not grant final approval of the
7 Settlement reflected in this Settlement Agreement, any certification of any Settlement Class will
8 be vacated and the Parties will be returned to their positions with respect to the Action as if they
9 had not entered into the Settlement Agreement. If Final Approval is not achieved: (a) any Court
10 orders preliminarily or finally approving the certification of any class contemplated by this
11 Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter
12 by any person or entity; and (b) the fact of the settlement reflected in this Settlement Agreement
13 shall not be used or cited thereafter by any person or entity, in any manner whatsoever, including
14 without limitation any contested proceeding relating to the certification of any class. However,
15 the failure by the Court to approve the Attorneys' Fee and/or class representative award in the
16 amount requested by Class Counsel shall not be a material event justifying the option to withdraw
17 from this Settlement.

18 **I. OBJECTION**

19 1. Any Settlement Class Member may appear at the Final Approval Hearing to show
20 cause why the Court should not approve this Settlement, and may appear at the hearing to support
21 or oppose Class Counsel's request or application for Attorneys' Fees and/or the class
22 representative award.

23 2. Any Settlement Class Member may object to the Settlement or Class Counsel's
24 request or application for Attorneys' Fees and/or the class representative award by first class mail.
25 Any objection must be mailed to the Claims Administrator, postmarked on or before one hundred
26 twenty (120) days after the Preliminary Approval Order, and referring, in the objection, to the
27 name and number of the Action, *Djoric v. Justin Brands, Inc.*, case no. BC574927. The Claims
28 Administrator shall promptly provide all objections to Class Counsel and Defendant's Counsel,

1 and Class Counsel shall promptly lodge all such objections with the Court.

2 3. Any objection must include: (1) the Settlement Class Member's complete name
3 and residence or business address (giving the address of any lawyer who represents the Settlement
4 Class Member is not sufficient), as well as an email address, if available; (2) a statement that the
5 Settlement Class Member falls within the definition of the Settlement Class; and (3) each ground
6 for comment or objection and any supporting papers the Settlement Class Member desires the
7 Court to consider (*i.e.*, a mere statement that "I object" will not be deemed-sufficient). The
8 submission of any objection will not extend the time within which a member of the Settlement
9 Class may file a request for exclusion from the Settlement.

10 **J. OPT-OUT RIGHTS OF MEMBERS OF THE SETTLEMENT CLASS**

11 Any Settlement Class Member may request exclusion from this class action Settlement
12 by first class mail, personally signed, and stating unequivocally that he or she wishes to be
13 excluded from this Settlement. Any request for exclusion must be mailed to the Claims
14 Administrator, postmarked on or before one hundred twenty (120) days after the Preliminary
15 Approval Order, and referring, in the request for exclusion, to the name and number of the Action,
16 *Djoric v. Justin Brands, Inc.*, case no. BC574927. Such request shall state the name, address,
17 phone number, and email address, if available, of the person requesting exclusion and that such
18 person elects to be excluded from this litigation. The person requesting exclusion must sign the
19 request for exclusion personally. No Settlement Class Member who chooses to be excluded may
20 submit a Claim Form. Any Settlement Class Member who chooses to be excluded and who
21 provides the requested information will not be bound by any judgment entered in connection with
22 the Action, but shall not be entitled to pursue relief against Defendant in the form of a class action
23 as it relates to the Released Claims. A list of persons who request exclusion shall be filed with
24 the Court by Defendant's Counsel before the date of the Final Approval Hearing.

25 **K. RELEASES**

26 1. In addition to the effect of any final judgment entered in accordance with this
27 Settlement Agreement, upon this Settlement becoming final, Defendant and the Released Persons
28 will be released and forever discharged from any and all actions, claims, demands, rights, suits,

1 and causes of action of any kind or nature whatsoever against the Released Persons, including
2 damages, costs, expenses, penalties, and attorneys' fees, whether at law or equity, known or
3 unknown, foreseen or unforeseen, developed or undeveloped, direct, indirect or consequential,
4 liquidated or unliquidated, arising under common law, regulatory law, statutory law, or otherwise,
5 based on federal, state, or local law, statute, ordinance, regulation, code, contract, common law,
6 or any other source, or any claim that Plaintiff or Settlement Class Members ever had, now have,
7 may have, or hereafter can, shall or may ever have against the Released Persons in any court,
8 tribunal, arbitration panel, commission, agency or before any governmental and/or administrative
9 body, or any other adjudicatory body, on the basis of, connected with, arising from or in any way
10 whatsoever relating to actions or omissions in manufacturing, advertising, marketing, labeling,
11 packaging, promotion, selling and distribution of Chippewa Products with a "Handcrafted in
12 USA" or equivalent country of origin label, from March 1, 2011 to June 30, 2017, including those
13 which have been asserted or which could reasonably have been asserted by the Settlement Class
14 Members against Defendant in this Action or any other threatened or pending litigation asserting
15 claims of the nature encompassed by this release, and any claims asserted after the date of final
16 approval. This release is limited to claims that arose or could have been asserted based on labels
17 or marketing in existence as of the date of final approval of the Settlement Agreement, and
18 excludes any claims for personal injury.

19 2. Defendant and its parents, subsidiaries and affiliated corporations, partnerships
20 and businesses, past, present and future, and all of their past, present and future trustees, directors,
21 officers, shareholders, partners, agents, employees, representatives, attorneys, insurers, hereby
22 release Djoric and his counsel from any claims of abuse of process, malicious prosecution, or any
23 other claims arising out of the institution, prosecution, assertion, or resolution of this Action,
24 including, but not limited to, claims for attorneys' fees, costs of suit, or sanctions of any kind.

25 3. Defendant and Djoric, on his own behalf only, and not on behalf of the Settlement
26 Class Members, expressly waives the provisions of Section 1542 of the California Civil Code
27 (and all other like provisions of law) to the full extent that these provisions may be applicable to
28 the releases in Section K(1) and (2)). California Civil Code, Section 1542, provides:

1 A general release does not extend to claims which the creditor does not know or
2 suspect to exist in his or her favor at the time of executing the release, which if
known by him or her must have materially affected his or her settlement with the
debtor.

3 4. Subject to the above, Djoric or Defendant may hereafter discover facts other than
4 or different from those which he or it knows or believes to be true with respect to the claims being
5 released. Nevertheless, Djoric and Defendant expressly waive and fully, finally and forever settle
6 and release, upon this Settlement becoming final, any known or unknown, contingent or non-
7 contingent claim in any way relating to the subject matter of the claims being released in Sections
8 K(1) and (2), whether or not concealed or hidden, without regard to subsequent discovery or
9 existence of such different or additional facts.

10 **L. FORCE AND EFFECT OF SETTLEMENT**

11 1. In the event that this Settlement does not become final in accordance with the
12 terms hereof, then this Settlement Agreement will be of no force or effect, except that the Parties
13 hereto agree that this Settlement Agreement, including its exhibits, and any and all negotiations,
14 drafts of settlement documents and discussions associated with it, will be without prejudice to the
15 rights of any Party, will be inadmissible in evidence against any Party, and further will not be
16 deemed or construed to be an admission or evidence of any violation of any statute or law or of
17 any liability or wrongdoing by Defendant, or of the truth of any of the claims or allegations
18 contained in any complaint or any other pleading filed in the Action or any other action, and
19 evidence thereof will not be discoverable or used directly or indirectly in any way, whether in the
20 Action or in any other action or proceeding. Plaintiff and Defendant expressly reserve all of their
21 rights and preserve all applicable defenses if this Settlement does not become final in accordance
22 with the terms of this Settlement Agreement. In the event this Settlement is terminated, the
23 matters leading up to the Settlement are confidential settlement communications inadmissible
24 under California law. This confidentiality provision will survive and continue to apply to
25 Defendant and each member of the Settlement Class, even if the Court does not approve the
26 Settlement, or the Court's approval of this Settlement is set aside on appeal. Notwithstanding the
27 foregoing, this Settlement Agreement may be used or admitted into evidence against any party as
28 to whom this Settlement Agreement is being enforced.

1 **M. MISCELLANEOUS PROVISIONS**

2 1. This Settlement Agreement will be binding upon and inure to the benefit of the
3 successors of the Parties hereto.

4 2. This Settlement Agreement contains the entire, complete, and integrated statement
5 of each and every term and provision agreed to by and among the parties, superseding all previous
6 negotiations and understandings, and may not be contradicted by evidence of any prior or
7 contemporaneous agreement. The Parties are not subject to any condition not provided for herein.
8 This Settlement Agreement may be amended or modified only by a written instrument signed by
9 Class Counsel and Defendant’s Counsel, and as approved by the Court. Amendments and
10 modifications may be made without additional notice to the Settlement Class Members unless
11 such notice is required by the Court.

12 3. Any inconsistency between this Settlement Agreement and the exhibits attached
13 hereto will be resolved in favor of the Settlement Agreement.

14 4. The determination of the terms of, and the drafting of, this Settlement Agreement
15 have been by mutual agreement after negotiation, with consideration by and participation of all
16 Parties hereto and their counsel. None of the parties hereto will be considered to be the drafter
17 of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or
18 rule of interpretation or construction that would or might cause any provision to be construed
19 against the drafter thereof.

20 5. All terms of this Settlement Agreement and the exhibits hereto will be governed
21 by and interpreted according to the substantive laws of the State of California without regard to
22 its choice of law or conflict of laws principles.

23 6. Defendant and each Settlement Class Member hereby irrevocably submit to and
24 agree not to contest the exclusive jurisdiction of the Court and agree that the Court is a proper
25 venue and convenient forum, for purposes of any suit, action, proceeding or dispute arising out
26 of or relating to this Settlement Agreement and/or the exhibits hereto.

27 7. Neither this Settlement Agreement nor the Settlement, nor the releases given
28 herein, nor any consideration therefor, nor any act performed or document executed pursuant to

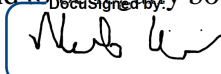
1 or in furtherance of this Settlement Agreement or the Settlement: (i) is or may be deemed to be
2 or may be used as an admission of, or evidence of, the validity of any released Claim, or defense,
3 or any point of fact or law alleged in the Action, or of any wrongdoing or liability of Defendant,
4 or of the propriety of maintaining the Action as a class action; or (ii) is or may be deemed to be
5 or may be used as an admission, concession, presumption, or inference of any wrongdoing by the
6 Released Persons in any proceeding in any court, administrative agency, or other tribunal, except
7 such proceedings as may be necessary to consummate, interpret, or enforce this Settlement
8 Agreement. Further, Defendant may file this Settlement Agreement or the Judgment in any action
9 that may be brought against any Released Person in order to support a defense or counterclaim
10 based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment
11 bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or
12 counterclaim.

13 8. This Settlement Agreement shall not be subject to collateral attack by any
14 Settlement Class Member or any recipient of the notices to the Settlement Class after the
15 Judgment is entered. Such prohibited collateral attacks shall include claims made before the Final
16 Approval hearing that a Settlement Class Member failed to receive timely notice of the Settlement
17 or failed to submit a timely objection for any reason.

18 9. This Settlement Agreement may be executed in counterparts. Facsimile or
19 scanned PDF copies of signatures will be considered as valid signatures as of the date thereof.

20 IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have
21 caused this Settlement Agreement to be executed by themselves and/or their officers or
22 representatives hereunto duly authorized, effective as of the date first above mentioned. In so
23 doing, the Parties expressly agree to and intend to be legally bound by this Settlement Agreement.

24 3/1/2018

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26 _____
27 Marko Djoric, Plaintiff

28 _____
Justin Brands, Inc.

1 or in furtherance of this Settlement Agreement or the Settlement: (i) is or may be deemed to be
2 or may be used as an admission of, or evidence of, the validity of any released Claim, or defense,
3 or any point of fact or law alleged in the Action, or of any wrongdoing or liability of Defendant,
4 or of the propriety of maintaining the Action as a class action; or (ii) is or may be deemed to be
5 or may be used as an admission, concession, presumption, or inference of any wrongdoing by the
6 Released Persons in any proceeding in any court, administrative agency, or other tribunal, except
7 such proceedings as may be necessary to consummate, interpret, or enforce this Settlement
8 Agreement. Further, Defendant may file this Settlement Agreement or the Judgment in any action
9 that may be brought against any Released Person in order to support a defense or counterclaim
10 based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment
11 bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or
12 counterclaim.

13 8. This Settlement Agreement shall not be subject to collateral attack by any
14 Settlement Class Member or any recipient of the notices to the Settlement Class after the
15 Judgment is entered. Such prohibited collateral attacks shall include claims made before the Final
16 Approval hearing that a Settlement Class Member failed to receive timely notice of the Settlement
17 or failed to submit a timely objection for any reason.

18 9. This Settlement Agreement may be executed in counterparts. Facsimile or
19 scanned PDF copies of signatures will be considered as valid signatures as of the date thereof.

20 IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have
21 caused this Settlement Agreement to be executed by themselves and/or their officers or
22 representatives hereunto duly authorized, effective as of the date first above mentioned. In so
23 doing, the Parties expressly agree to and intend to be legally bound by this Settlement Agreement.

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25 Marko Djoric, Plaintiff

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27 Justin Brands, Inc.
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By: J. Scott Borlino

Title: V.P. Secretary / Treasurer

APPROVED AS TO FORM:

DATED: March __, 2018

CARPENTER LAW

By: _____
Gretchen Carpenter

*Attorneys for Plaintiff Marco Djoric, individually
and on behalf of a class of similarly situated
individuals*

DATED: March __, 2018

STREAM KIM HICKS WRAGE & ALFARO, PC

By: _____
Theodore K. Stream, Esq.
Robert J. Hicks, Esq.

Attorneys for Defendant Justin Brands, Inc.

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By: _____

Title: _____

APPROVED AS TO FORM:

DATED: March 1, 2018

CARPENTER LAW

By: 
Gretchen Carpenter

*Attorneys for Plaintiff Marco Djoric, individually
and on behalf of a class of similarly situated
individuals*

DATED: March ____, 2018

STREAM KIM HICKS WRAGE & ALFARO, PC

By: _____
Theodore K. Stream, Esq.
Robert J. Hicks, Esq.

Attorneys for Defendant Justin Brands, Inc.

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By: _____

Title: _____

APPROVED AS TO FORM:

DATED: March __, 2018


CARPENTER LAW

By: _____
Gretchen Carpenter

*Attorneys for Plaintiff Marco Djoric, individually
and on behalf of a class of similarly situated
individuals*

DATED: March 12, 2018

STREAM KIM HICKS WRAGE & ALFARO, PC

By:  _____
Theodore K. Stream, Esq.
Robert J. Hicks, Esq.

Attorneys for Defendant Justin Brands, Inc.

EXHIBIT A

***Djoric v. Justin Brands, Inc.*, Los Angeles Superior Court Case No. BC574927**
Notice of Proposed Class Action Settlement

IF YOU PURCHASED A PAIR OF CHIPPEWA BRAND BOOTS OR OTHER CHIPPEWA FOOTWEAR BETWEEN MARCH 1, 2011 AND JUNE 30, 2017, WHILE RESIDING IN CALIFORNIA, YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DON'T ACT. PLEASE READ THIS NOTICE CAREFULLY.

1. **Introduction** - This Notice of Proposed Class Action Settlement (“Notice”) concerns a proposed settlement (the “Proposed Settlement”) of a lawsuit (the “Action”) against Justin Brands, Inc. (“Defendant”), the owner of the Chippewa brand, based on the claim that Defendant misrepresented the country of origin of various products from March 1, 2011 to June 30, 2017, by claiming that the products were “**Handcrafted in the USA**” or otherwise made in the United States when they contained one or more foreign-made parts. Defendant admits that it represented that products were “Handcrafted in the USA,” but denies these were misrepresentations. The Action is currently pending in Los Angeles County Superior Court (the “Court”), captioned *Djoric v. Justin Brands, Inc.*, Case No. BC574927. For purposes of settlement only, the Court has certified the Action to proceed as a class action on behalf of the class described below. The details of the Proposed Settlement are set forth below.

2. **Court Approval** - This Notice was approved by the Court in its entirety.

3. **Purpose of Notice** - This Notice is intended to (1) inform you of the Proposed Settlement of the Action, (2) describe the Proposed Settlement, and (3) advise you of your rights and your options with respect to the Proposed Settlement.

4. **Description of the Action** - The Action alleges that Defendant violated California law by improperly labeling and selling certain of its Chippewa boots and footwear (“Products”) as “Handcrafted in the USA” or otherwise representing that the Products were made in the United States, when they contain foreign-made parts, and that doing so was prohibited by California law. Defendant admits that it represented the Products were Handcrafted in the U.S.A., but denies that these were misrepresentations or that it violated California law.

5. **Definition of the Settlement Class** - All persons in California who purchased Chippewa Products between March 1, 2011 and June 30, 2017, which Defendant represented were “handcrafted” or otherwise made in the U.S.A., even though the Products contained parts that were entirely or substantially manufactured outside of the United States, which products are listed on the attached Exhibit A.

6. **The Proposed Settlement** - The parties have reached a Proposed Settlement of this Action, which the attorneys for the Settlement Class believe is fair, reasonable, adequate, and in the best interest of the members of the Settlement Class (“Class Member(s)”). The Proposed Settlement provides the following benefits and relief:

a. **Settlement Benefits** to every Class Member who does not opt out of the Settlement and returns a valid Claim Form. Benefits will consist of one of the following options, at the Class Member’s choice: one (1) fully transferrable \$50.00 promotional code or voucher (promo code) per qualifying Product purchased which can be used toward the purchase of another Chippewa product; or (2) a check in the amount of \$25.00 per qualifying Product purchased.

b. An **injunction** in which Defendant agrees on a going-forward basis to revise its country of origin advertising and marketing materials (including its website), Product labels, and Product packaging, as well as to instruct its authorized retailers to make the same revisions, as necessary

to ensure compliance with California law. This injunctive relief is more fully described in the Settlement Agreement, which can be viewed at www.ChippewaMadeinUSASettlement.com or by contacting the Claims Administrator, whose contact information is set forth below.

Defendant also agrees to (1) pay the costs of notice and administration of the Settlement, which are estimated to be approximately \$160,000; (2) pay a class representative enhancement award (to the extent awarded by the Court) to class representative Marko Djoric in an amount not to exceed \$10,000, and (3) pay Class Counsel's attorneys' fees and costs (to the extent awarded by the Court) in an amount not to exceed \$425,000. To the extent awarded by the Court, the payment of attorneys' fees and costs, costs of notice and administration, and an award of a class representative enhancement fee (if any) will be paid by Defendant in addition to the recovery to the Settlement Class (as directed by the Court). Defendant has agreed not to oppose the request for a class representative enhancement award or attorneys' fees and expenses so long as the requested amounts do not exceed the figures referenced above. Plaintiff will file a motion for recovery of attorneys' fees and costs and award of class representative enhancement award as required by the Court. This issue shall be determined solely by the Court by way of a written motion.

7. **Releases** - In return for the Settlement described above, Class Members who do not request exclusion from the Settlement Class agree to release (give up) all claims asserted in this Action against Defendant, meaning that they cannot sue or be part of any other lawsuit against Defendant about the legal issues in this case. It also means that all of the Court's orders in the Action will apply to them and legally bind them.

8. **How to Make a Claim** - Only Class Members who submit a Claim Form, either online at www.ChippewaMadeinUSASettlement.com, or by mail, to the address listed below, no later than September 7, 2018, will be eligible to participate in the Settlement. Claim Forms submitted online or postmarked after September 7, 2018 will not be considered. If you received this Notice in the mail, a Claim Form is enclosed. If you received this Notice in any other way or do not have a Claim Form, and elect to submit a Claim Form by mail, you may go to www.ChippewaMadeinUSASettlement.com to print out a copy of the Claim Form or you may contact the Claims Administrator to receive a copy of a Claim Form. Mailed Claim Forms must be completed and mailed to:

Djoric v. Justin Brands, Inc. Claims Administrator
c/o JND Class Action Administration
PO Box 6878
Broomfield, CO 80021

Approved claims will be honored after the processing of all Claims Forms

9. **Request for Exclusion from the Settlement Class** - If you are a Class Member, you have the right to be excluded from the Settlement Class. If you wish to be excluded from the Settlement Class, you must mail a letter so that it is postmarked no later than July 9, 2018, to the Claims Administrator at the address listed in paragraph 10 below. The letter must clearly state your full name, current mailing address, phone number, email address (if available), and signature and include the following statement: "I want to be excluded from the plaintiff class in *Djoric v. Justin Brands, Inc.*, Case No. BC574927." Class Members cannot exclude themselves by telephone.

The request for exclusion must be submitted in your own name; no individual may request that other persons be excluded from the Class. Do not send a request for exclusion if you wish to remain a Class Member and file a claim for benefits under the Settlement. **If you exclude yourself from the Class, you will not be entitled to share in any benefits that the Class may obtain. If you exclude yourself from the Class, you may not object to the Proposed Settlement and any such objection will not be considered by the Court.** If you do not exclude yourself, you will not be able to file a separate claim against Defendant based on the events, circumstances and/or practices alleged in the Action.

10. **Objection** - If you do not request exclusion, you may still object to the Proposed Settlement, the request for an enhancement award to the representative plaintiff, and/or to Class Counsel's application for attorneys' fees and costs. You may also ask to appear in the Action.

If you wish to object, you must do so by mailing your objection to the Claims Administrator so that it is postmarked no later than July 9, 2018. Your objection must refer to the name and number of the Action, *Djoric v. Justin Brands, Inc.*, Los Angeles County Superior Court, Case No. BC 574927. The objection must include: (1) your complete name and residence or business address (giving the address of any lawyer who represents the Settlement Class Member is not sufficient), as well as an email address, if available; (2) a statement that you fall within the definition of the Settlement Class; and (3) each ground for comment or objection and any supporting papers you desire the Court to consider (*i.e.*, a mere statement that "I object" will not be deemed-sufficient). The submission of any objection will not extend the time within which you may file a request for exclusion from the Settlement.

The Claims Administrator's contact information is as follows:

Djoric v. Justin Brands, Inc. Claims Administrator
c/o JND Class Action Administration
PO Box 6878
Broomfield, CO 80021

You or your personal attorney may attend the settlement hearing and state your support or objection orally, but you are not required to do so.

11. **Hearing on Proposed Settlement and on Class Counsel Fees and Class Representative Enhancement Fee** - The Court will hold a Final Approval Hearing to consider: (a) whether the Proposed Settlement summarized above is fair, reasonable, adequate, and in the best interests of the Class, (b) whether, and in what amount, to award attorneys' fees and costs to Class Counsel, and (c) whether, and in what amount, to award a class representative enhancement award to Plaintiff Marko Djoric. The Final Approval Hearing is presently scheduled for July 31, 2018, in Department 17 of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, California 90012. The time and date of the hearing may be changed by court order without further notice to the Class.

12. **Accessing Court Documents** - The filed documents and orders in this case may be examined and copied during regular business hours at the offices of the Clerk of the Court, Los Angeles County Superior Court, 600 South Commonwealth Avenue, Los Angeles, CA 90005, until April 15, 2018, and at 312 N. Spring Street, Los Angeles, California 90012, after April 15, 2018. If you wish additional information about this Notice or the Proposed Settlement, you may examine the Court's file on the case at the addresses shown above or you may contact the claims administrator or Class Counsel in writing at the email or mail addresses below:

Addresses

Class Counsel:

Gretchen Carpenter
CARPENTER LAW
1230 Rosecrans Ave., Suite 300
Manhattan Beach, CA 90266
(424) 456-3183
gretchen@gcarpenterlaw.com

David C. Parisi
Suzanne Havens Beckman
PARISI & HAVENS LLP
212 Marine Street, Suite 100
Santa Monica, California 90405
(818) 990-1299
dcparisi@parisihavens.com
shavens@parisihavens.com

Defendant's Counsel:

Robert Hicks
STREAM KIM HICKS WRAGE & ALFARO, PC
3403 10th Street
7th Floor
Riverside, CA 92501
(951) 684-2171
Robert.Hicks@streamkim.com

Claims Administrator:

Djoric v. Justin Brands, Inc. Claims Administrator
c/o JND Class Action Administration
PO Box 6878
Broomfield, CO 80021

The Court has not ruled in favor of or against the Plaintiff or Defendant on the merits of any of their claims, denials, or defenses in this case.

PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE.

MORE INFORMATION IS AVAILABLE AT www.ChippewaMadeinUSASettlement.com, OR BY CALLING 1-844-470-7974.

***Djoric v. Justin Brands, Inc.*, Los Angeles Superior Court Case No. BC574927
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**If you purchased a pair of Chippewa brand boots or footwear
between March 1, 2011 and June 30, 2017, while residing in
California, your legal rights may be affected.**

A settlement has been reached in the Superior Court of the State of California (the "Court") in a class action lawsuit entitled *Djoric v. Justin Brands, Inc.*, Case No. BC574927 (the "Action").

WHO'S INCLUDED?

If you resided in California and purchased certain Chippewa Products between March 11, 2011 and June 30, 2017, which Defendant represented were "handcrafted" or made in the U.S.A., even though the Products contained parts that were entirely or substantially manufactured outside of the U.S., you are a member of the "Class." Affected Chippewa Products are listed as Exhibit A to the Claim Form and referenced on the website below.

WHAT IS THIS SETTLEMENT ABOUT?

The Settlement will resolve claims that Defendant allegedly misrepresented the country of origin of various products by claiming that the products were "Handcrafted in the USA".

HOW DO I BENEFIT FROM THE SETTLEMENT?

If you do not opt out of the Settlement and you elect to submit a valid Claim Form, you may be eligible to receive either: one (1) fully transferrable \$50.00 promotional code or voucher (promo code) per qualifying Product purchased which can be used toward the purchase of another Chippewa product; or (2) a check in the amount of \$25.00 per qualifying Product purchased. To receive one of these benefits, you MUST file a claim form, which you can do online at www.ChippewaMadeinUSASettlement.com. You may also contact the Class Administrator to request a copy of the claim form. **The deadline to file a claim is September 7, 2018.** Defendant also agrees to (1) pay a class representative enhancement award (to the extent awarded by the Court) to class representative Marko Djoric in an amount not to exceed \$10,000, and to pay attorneys' fees and costs (to the extent awarded by the Court) in an amount not to exceed \$425,000.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

You have the right to exclude yourself from the Action and the settlement. If you wish to be excluded, you must mail a letter postmarked no later than **July 9, 2018**,

with your full name, address, telephone number, email address (if available), and signature, along with the statement "I want to be excluded from the plaintiff class in *Djoric v. Justin Brands, Inc.*, Case No. BC574927." Your request must be signed and sent to the Claims Administrator at the address below.

HOW DO I OBJECT TO THE SETTLEMENT?

If you object to the settlement, You must mail in your objection to the Claims Administrator postmarked no later than **July 9, 2018**. Your objection must refer to the name and number of the Action, *Djoric v. Justin Brands, Inc.*, Los Angeles County Superior Court, Case No. BC 574927. The objection must include: (1) your complete name and residence or business address, as well as an email address, if available; (2) a statement that you fall within the definition of the Class; and (3) each ground for comment or objection and any supporting papers you desire the Court to consider.

WHEN IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing at 9:00 a.m.. on July 31, 2018, in Department 17 of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012 to consider: (a) whether the Proposed Settlement summarized above is fair, reasonable, adequate, and in the best interests of the Class, (b) whether, and in what amount, to award attorneys' fees and costs to Class Counsel, and (c) whether to award a class representative enhancement award to Plaintiff Marko Djoric. You may appear at the hearing, but you don't have to attend. For more information call **1-844-470-7974**, visit **www.ChippewaMadeinUSASettlement.com**, or write to:

Djoric v. Justin Brands, Inc. Claims Administrator
c/o JND Legal Administration
PO Box 91306
Seattle, WA 98111



**HAVE YOU BOUGHT CHIPPEWA
BOOTS IN CALIFORNIA?**

**HAVE YOU BOUGHT
CHIPPEWA BOOTS IN CALIFORNIA?**



EXHIBIT B

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

MARKO DJORIC, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

JUSTIN BRANDS, INC.; and DOES 1
through 10, inclusive.

Defendants.

Case No. BC574927

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 WHEREAS, this action is pending before this Court as a putative class action; and

2 WHEREAS, the parties applied to this Court for an Order preliminarily approving the
3 settlement of the above-captioned litigation (“Action”) in accordance with the Agreement of
4 Settlement, dated [REDACTED] (“Settlement Agreement”). The Settlement Agreement,
5 together with the exhibits annexed thereto, sets forth the terms and conditions of a proposed
6 settlement of the Action with Defendant Justin Brands, Inc. (“Defendant”) upon the terms and
7 conditions set forth therein.

8 Having read and considered the Settlement Agreement and the exhibits annexed thereto,
9 and good cause appearing, the Court hereby ORDERS:

10 1. This Preliminary Approval Order incorporates by reference the definitions in the
11 Settlement Agreement, and all terms used herein shall have the same meaning as set forth in the
12 Settlement Agreement.

13 2. The Court hereby preliminarily approves the Settlement Agreement.

14 3. The Court finds that the requirements of Code of Civil Procedure section 382
15 and Civil Code section 1781(b) have been satisfied for purposes of settlement: the Settlement
16 Class is ascertainable; there is a well-defined community of interest in questions of law and fact
17 among the members of the Settlement Class; the Settlement Class is so numerous that it is
18 impracticable to bring all Settlement Class Members before the Court; the questions of law or
19 fact common to the Settlement Class are substantially similar and predominate over the
20 questions affecting the individual members; Plaintiff’s claims are typical of the claims of the
21 Settlement Class; and the Plaintiff and Class Counsel will fairly and adequately protect the
22 interests of the Settlement Class.

23 4. Accordingly, the Court hereby conditionally certifies the Settlement Class for
24 settlement purposes only. The Settlement Class is defined as follows:

25 all California persons who made a purchase in California (including an online
26 purchase made while the purchaser was in California) of a Chippewa Product
27 between March 1, 2011 and June 30, 2017. Specifically excluded from the
28 Settlement Class are: (a) employees, officers, directors, agents, and representatives
of Defendant and its subsidiaries and affiliates; (b) all mediators, judges and
judicial staff who have presided over the Action; and (c) all persons who have

1 timely opted-out and/or been properly excluded from the Settlement Class.

2 5. Having considered the relevant factors, the Court has made a preliminary
3 determination that Plaintiff Marko Djoric and Class Counsel are adequate representatives of the
4 Settlement Class and hereby appoints them as such solely for purposes of settlement.

5 6. **Preliminary Approval of Settlement.** The Parties have agreed to settle the
6 Action upon the terms and conditions set forth in the Settlement Agreement, which has been
7 filed with and reviewed by the Court.

8 7. The Court preliminarily finds: (a) that Plaintiff in the Action, by and through his
9 counsel, investigated the facts and law relating to the matters alleged in the Action and
10 evaluated the risks associated with continued litigation, trial, and/or appeal; (b) that the
11 Settlement was reached as a result of arm's-length negotiations between counsel for Plaintiff
12 and counsel for Defendant and a mediation session with a respected mediator, Ralph O.
13 Williams III, Esq., of ADR Services, Inc.; (c) that the proponents of the Settlement, counsel for
14 the parties, are experienced in similar litigation; and (d) that the Settlement confers substantial
15 benefits upon the Settlement Class, without the costs, uncertainties, delays, and other risks
16 associated with continued litigation, trial, and/or appeal.

17 8. Accordingly, the Court preliminarily approves the Settlement Agreement and the
18 terms and conditions of the Settlement as fair, reasonable, and adequate.

19 9. **Final Approval Hearing.** A hearing (the "Final Approval Hearing") will be
20 held before this Court in Department 307, 600 South Commonwealth Ave., Los Angeles, CA
21 90005, on [REDACTED], 2018, at [REDACTED] a.m./p.m., to determine: (a) whether the proposed settlement
22 of the Action on the terms and conditions provided in the Settlement Agreement are fair,
23 reasonable, and adequate, and (b) whether a final approval order and judgment should be
24 entered herein. The Court may adjourn or continue the Final Approval Hearing without further
25 notice to the Settlement Class.

26 10. The parties may further modify the Settlement Agreement prior to the Final
27 Approval Hearing so long as such modifications do not materially change the terms of the
28 Settlement provided thereunder. The Court may approve the Settlement Agreement with such

1 modifications as may be agreed to by the parties, if appropriate, without further notice to the
2 Settlement Class.

3 11. After the Fairness Hearing, the Court may enter a Final Approval Order and
4 Judgment in accordance with the Settlement Agreement that will adjudicate the rights of the
5 Settlement Class Members (as defined in the Settlement Agreement) with respect to the claims
6 being settled.

7 12. The Claims Administrator shall be JND Legal Administration, unless otherwise
8 approved by the Court.

9 13. **Approval of Form of Notice.** The Court hereby approves, as to form and
10 content, the forms of notice annexed as Exhibit A to Settlement Agreement and the Notice
11 Program set forth in paragraphs E.1 to E.11 of the Settlement Agreement as meeting the
12 requirements of California Rule of Court, Rule 3.769(f).

13 14. **Approval of Notice Procedures.** The Court hereby approves the procedures set
14 forth in the Settlement Agreement for providing notice to the proposed Settlement Class. The
15 Court finds that the procedures are fair, reasonable, and adequate; the best notice practicable
16 under the circumstances; consistent with due process; and shall constitute due and sufficient
17 notice to all persons entitled thereto.

18 15. The Court hereby directs Defendant to distribute the Notice as set forth in
19 paragraphs E.1 to E.11 of the Settlement Agreement. Defendant shall pay the costs of claims
20 administration, including the costs associated with preparing, printing and disseminating to the
21 Settlement Class the Notices as set forth in paragraphs E. 1 to E.11 of the Settlement Agreement.

22 16. At least sixteen (16) court days prior to the Final Approval Hearing, Defendant,
23 through its counsel of record, shall cause to be filed with the Court a sworn declaration
24 evidencing compliance with the provisions of the Settlement Agreement as it relates to
25 providing Notice.

26 17. Upon the Settlement Effective Date, as defined in the Settlement Agreement, all
27 members of the Settlement Class who have not opted out of the Settlement shall be enjoined
28 and barred from asserting any of the Released Claims against Defendant and the Released

1 Persons, and each Settlement Class Member shall be deemed to release any and all such
2 Released Claims as against Defendant and the Released Persons, as these terms are defined in
3 the Settlement Agreement.

4 18. Pending final determination as to whether the Settlement Agreement should be
5 approved, Djoric and Settlement Class Members, whether directly, representatively, or in any
6 other capacity, whether or not such persons have appeared in the Action, shall not institute or
7 prosecute any claims against Defendant or the Released Persons which have been or could have
8 been asserted in the Action based upon the acts and transactions alleged therein, including any
9 claims related to or arising out of the allegations in the Action.

10 19. Any Settlement Class Member may enter an appearance through counsel of such
11 member's own choosing and at such member's own expense or may appear individually and
12 show cause, if he or she has any facts or arguments to present, as to: (a) why the proposed
13 settlement of the Action as set forth in the Settlement Agreement should or should not be
14 approved as fair, reasonable, and adequate; and (b) why the final approval order and judgment
15 should or should not be entered on the proposed Settlement Agreement.

16 20. Any Settlement Class Member who wishes to object to the Proposed Settlement,
17 therequest for an enhancement award to the representative plaintiff, and/or to Class
18 Counsel's application for attorneys' fees and costs must do so by mailing an objection to
19 the Claims Administrator so that it is postmarked no later than ***(date)**. The objection
20 must refer to the name and number of the Action, *Djoric v. Justin Brands, Inc.*, Los
21 Angeles County Superior Court, Case No. BC 574927. The objection must include: (1)
22 the Settlement Class Member's complete name and residence or business address
23 (giving the address of any lawyer who represents the Settlement Class Member is not
24 sufficient), as well as an email address, if available; (2) a statement that the Settlement
25 Class Member falls within the definition of the Settlement Class; and (3) each ground
26 for comment or objection and any supporting papers the Settlement Class Member
27 desires the Court to consider (*i.e.*, a mere statement that "I object" will not be deemed-
28 sufficient). The submission of any objection will not extend the time within which a

1 Settlement Class Member may file a request for exclusion from the Settlement.

2 21. Any member of the Settlement Class may choose to exclude himself or herself
3 from the Settlement. Any such person who chooses to be excluded from the Settlement will not
4 be entitled to any recovery and will not be bound by the Settlement Agreement or have any
5 right to object, appear, or comment thereon. Any such person who chooses to request exclusion
6 may do so by submitting a written statement requesting exclusion from the Settlement Class to
7 the Claims Administrator, postmarked on or before [REDACTED]. Such written request for
8 exclusion must refer to the name and number of the Action, *Djoric v. Justin Brands, Inc.*, case
9 no. BC574927. Such request shall state the name, address, phone number, and email address, if
10 available, of the person requesting exclusion and that such person elects to be excluded from the
11 Settlement Class. The person requesting exclusion must sign the request for exclusion
12 personally. If the Settlement Class Member submits a valid and timely request for exclusion,
13 such person shall have no rights under the Settlement Agreement, will not be entitled to any
14 payment or other benefits pursuant to the Settlement Agreement and will not be bound by the
15 Settlement Agreement or Final Approval Order and Judgment.

16 22. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of
17 the negotiations or proceedings connected with it, shall be construed in this or any lawsuit as an
18 admission or concession by Defendant of the truth of any of the allegations of the Action, or of
19 any liability, fault, or wrongdoing of any kind, or by the named Plaintiff Djoric or any other
20 member of the Settlement Class of the merit of any defense or lack of merit of any claim.

21 23. The Court reserves the right to continue or adjourn the date of the Fairness
22 Hearing without further notice to the Settlement Class, and retains jurisdiction to consider all
23 further applications arising out of or connected with the proposed Settlement.

24 24. Class Counsel and Defendant's Counsel are hereby authorized to use all
25 reasonable procedures in connection with approval and administration of the Settlement that are
26 not materially inconsistent with this Preliminary Approval Order or the Settlement Agreement,
27 including making, without further approval of the Court, minor changes to the form or content
28 of the Notice and other exhibits that they jointly agree are reasonable or necessary to effectuate

1 the Settlement and the purposes of this Preliminary Approval Order.

2 **IT IS SO ORDERED.**

3 Dated: _____

HONORABLE MAREN E. NELSON
LOS ANGELES SUPERIOR COURT JUDGE

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EXHIBIT C

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

MARKO DJORIC, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

JUSTIN BRANDS, INC.; and DOES 1
through 10, inclusive.

Defendants.

Case No. BC574927

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT
THEREON**

Assigned to the Hon. Maren E. Nelson, Dept.
307

1 WHEREAS, this matter, having been brought before the Court on
2 _____, pursuant to the Court’s Order Granting Preliminary Approval of
3 the Class Action Settlement (“Preliminary Approval Order”), to determine whether the
4 Settlement Agreement, dated _____ (“Settlement Agreement”), between named
5 Plaintiff Marko Djoric (“Plaintiff”), on behalf of himself and all Settlement Class Members, and
6 Defendant Justin Brands, Inc. (“Defendant”) is fair and reasonable and should be approved as in
7 the best interest of the Settlement Class Members;

8 WHEREAS, notice of the proposed Settlement having been given to all members of the
9 Settlement Class as directed by this Court’s Preliminary Approval Order, and proof of notice
10 having been filed with the Court;

11 WHEREAS, the Court has received and reviewed the Settlement Agreement and its
12 exhibits;

13 WHEREAS, all persons present or represented at the hearing, who were entitled to be
14 heard pursuant to the Class Notice, having been given an opportunity to be heard; and counsel
15 for the parties having appeared in support of the Settlement; and Class Counsel represented to
16 the Court that in their opinion, the settlement is fair and reasonable and in the best interests of
17 the Settlement Class Members; and

18 WHEREAS, the Court, having considered all documents filed in support of the
19 Settlement, and fully considered all matters raised, all exhibits and declarations filed and all
20 evidence received at the hearing, all other papers and documents comprising the record herein,
21 and all oral arguments presented to the Court:

22 IT IS HEREBY ORDERED AS FOLLOWS:

23 1. For purposes of this Order Granting Final Approval of Class Action Settlement
24 (“Order”), the Court adopts all defined terms as set forth in the Settlement Agreement, which is
25 incorporated herein by reference.

26 2. For purposes of this Order, “Settlement Class” shall mean:

27 all California persons who made a purchase in California (including an online
28 purchase made while the purchaser is in California) of a Chippewa Product from

1 March 1, 2011 to June 30, 2017.

2 Specifically excluded from the Settlement Class are: (a) employees, officers, directors, agents,
3 and representatives of Defendant and its subsidiaries and affiliates; (b) all mediators, judges and
4 judicial staff who have presided over the Action; and (c) all persons who have timely opted-out
5 and/or been properly excluded from the Class.

6 3. Persons who have timely opted-out and/or been properly excluded from the
7 Settlement Class are not bound by the Judgment or the terms of the Settlement and may pursue
8 their own individual remedies against Defendant. However, such persons are not entitled to any
9 payments or other benefits provided to Settlement Class Members by the terms of the
10 Settlement.

11 4. The Court has jurisdiction over the subject matter of the Action.

12 5. The Court has personal jurisdiction over each Settlement Class Member, each of
13 whom has been given adequate notice, the opportunity to be heard and the opportunity to opt
14 out of the Settlement Class.

15 6. The Court has personal jurisdiction over Defendant.

16 7. The Court approves the Settlement of the Action, as set forth in the Settlement
17 Agreement, as being fair, just, reasonable and adequate to Settlement Class Members. The
18 terms and provisions of the Settlement are the product of arms'-length negotiations conducted
19 in good faith and with the assistance of an experienced mediator, Ralph O. Williams III, Esq., of
20 ADR Services, Inc. Approval of the Settlement will result in substantial savings of time, money
21 and effort to the Court and the Parties, and will further the interests of justice.

22 8. Any and all objections to the Settlement and Settlement Agreement are overruled
23 as being without merit.

24 9. This Action may be maintained as a class action for settlement purposes.

25 10. The Court certifies this Action as a class action for settlement purposes and
26 certifies the Settlement Class. The Court finds that the requirements for class certification,
27 pursuant to Code of Civil Procedure section 382 and Civil Code section 1781(b), have been
28 satisfied: the Settlement Class is ascertainable; there is a well-defined community of interest in

1 questions of law and fact among the members of the Settlement Class; the Settlement Class is
2 so numerous that it is impracticable to bring all Settlement Class Members before the Court; the
3 questions of law or fact common to the Settlement Class are substantially similar and
4 predominate over the questions affecting the individual members; Plaintiff's claims are typical
5 of the claims of the Settlement Class; and the Plaintiff and Class Counsel will fairly and
6 adequately protect the interests of the Settlement Class.

7 11. The Court finds that Plaintiff Marko Djoric and Class Counsel fairly and
8 adequately represent the Settlement Class Members and satisfy the requirements to be
9 representatives of and counsel to Settlement Class Members for settlement purposes.

10 12. The Notice provided to the Settlement Class Members pursuant to the
11 Preliminary Approval Order constitutes full and adequate notice and is in full compliance with
12 the requirements of California law and due process of law.

13 13. The Settlement shall be implemented and consummated in accordance with the
14 definitions and terms of the Settlement Agreement.

15 14. In addition to the other benefits provided by the Settlement, the Defendant shall
16 implement the following injunctive relief, as set forth in the Settlement Agreement:

17 a. Agree to maintain the changes Defendant made in or about March 2016 to its
18 Chippewa Products and their marketing, advertising, and promotional
19 materials, including revision of Defendant's country of origin representations
20 and use of the United States flag without qualifying language, to comply with
21 California law, including but not limited to Business & Professions Code
22 Section 17533.7. This injunctive relief will become effective as part of this
23 Judgment on the Effective Date and will remain in effect for five years, unless
24 new or amended federal or California laws expressly allow or require further
25 changes. In either case Defendant expressly agrees to conform its marketing,
26 advertising, and promotional materials to such additional or different
27 requirements imposed by subsequent law.

28 b. Publish a corrective announcement on the home page of Defendant's website

1 (www.chippewaboots.com), in the same sized font as the rest of its home page,
2 disclosing that the Chippewa Products include parts that are manufactured
3 outside the United States, and including a link to a web page that lists the
4 specific Chippewa Products affected. The announcement will be in
5 substantially the following form: “Notice to California Consumers: Chippewa
6 boots that were previously advertised as ‘Handcrafted in the U.S.A.’ were
7 constructed by workers here in the U.S.A., but also contained parts
8 manufactured outside the United States. We now include ‘with imported
9 parts’ or like notices with our advertising. Chippewa apologizes if this caused
10 any confusion to its valued customers. California consumers click here for a
11 list of specific boot models affected.” The announcement will remain on the
12 homepage of Defendant’s website for at least six (6) months.

13 c. Publish a corrective announcement in California newspapers of general
14 circulation within California disclosing that the Chippewa Products include
15 parts that are manufactured outside the United States. The announcement will
16 be in substantially the following form: “Chippewa boots that were previously
17 advertised as ‘Handcrafted in the U.S.A.’ were constructed by workers here in
18 the U.S.A., but also contained parts manufactured outside the United States.
19 We now include ‘with imported parts’ or like notices with our advertising.
20 Chippewa apologizes if this caused any confusion to its valued customers. Go
21 to www.chippewaboots.com for a list of specific boot models affected.”

22 d. Notify in writing all known parties who sell, distribute, or market the
23 Chippewa brand boots in California, including online retailers outside of
24 California who sell to California residents, that although the boots were
25 advertised as “Handcrafted in the U.S.A.,” they include parts that were
26 manufactured outside the United States, and providing a list of specific boot
27 models affected.

28 e. Instruct in writing and require all known parties who sell, distribute or market

1 Chippewa brand boots in California, including online retailers outside of
2 California who sell to California residents, to:

- 3 i. Only represent or advertise to California residents that Chippewa
4 Products are “Handcrafted in the U.S.A.” when using the additional
5 representation that the boots include parts that are manufactured
6 outside the United States. Defendant shall instruct such retailers to use
7 the language “Assembled in the USA with imported parts” and/or
8 “Handcrafted in the USA with imported materials,” or substantially
9 similar language referencing the use of imported parts and materials;
- 10 ii. For known parties who sell, distribute, or market the Chippewa brand
11 boots in California through internet websites, Defendant shall provide
12 them with explicit instruction with regard to the change of language on
13 the websites in compliance with subparagraph (i), above;
- 14 iii. Only advertise for Chippewa boots using a United States flag by further
15 representing in the flag logo itself that the boots include parts that are
16 manufactured outside the United States, such as the flag currently
17 being used by Defendant, which includes the following language in the
18 flag logo itself: “Assembled in the USA with imported parts or
19 Handcrafted in the USA with imported materials.”;
- 20 iv. Return to Defendant, at Defendant’s expense, all of the retailer’s
21 current inventory of Chippewa boots that have the “Handcrafted in the
22 U.S.A.” logo embossed in leather on the boots;
- 23 v. Return to Defendant, at Defendant’s expense, or destroy all marketing
24 and packaging materials that advertise the boots as “Handcrafted in the
25 U.S.A.” without further representing that the boots include parts that
26 are manufactured outside the United States; and
- 27 vi. Destroy all marketing and packaging materials that advertise the boots
28 with a United States flag which does not further represent in the flag

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logo itself that the boots include parts that are manufactured outside the United States.

- f. Follow up with retailers regarding their compliance with the provisions set forth in subparagraph (e) above, three (3) months after the initial instructions are sent; and
- g. Report to Class Counsel as to the number of boots returned to Defendant pursuant to subparagraph (d)(iv), above, four (4) months after the initial instructions are sent.

15. The relief set forth in Paragraphs 3(a), (b), (c), and (d), above, shall be completely implemented within six (6) months after the Effective Date. Notice of completion must be filed with the Court and provided to Class Counsel within seven (7) months after the Effective Date.

16. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it shall be construed as an admission or concession by Defendant of the truth of any of the allegations in the Action, or of any liability, fault or wrongdoing of any kind.

17. Pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court, Rule 3.769(h), the Court hereby reserves jurisdiction over the Action and Settlement to enforce the terms of the judgment.

18. The Plaintiff and all Settlement Class Members, for good and sufficient consideration, the receipt of which is hereby acknowledged, are hereby deemed to have released and forever discharged the Defendant, the Released Persons, and each of them, from any and all Released Claims, as defined in the Settlement Agreement. Plaintiff and Settlement Class Members are permanently barred and enjoined from asserting, commencing, prosecuting or continuing the Released Claims, or any of them, against the Defendant, the Released Persons, or any of them.

19. This Order is final for purposes of appeal, and the Clerk is hereby directed to enter judgment thereon. If this Order does not become "Final" in accordance with the terms of

1 the Settlement Agreement (because the judgment is set aside, in whole or in material part after
2 being timely appealed), then this Order, and all other orders entered in connection with this
3 Settlement (including, without limitation, the Preliminary Approval Order) shall be rendered
4 *void ab initio*, and vacated in accordance with the terms of the Settlement Agreement.

5 **IT IS SO ORDERED.**

6 Dated: _____

Hon. Maren E. Nelson
Superior Court Judge

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EXHIBIT D

BOOT MODEL EXHIBIT

1.	20012	66.	25264	131.	29416	196.	91096	261.	1901G40	326.	1901M64	391.	OCM305006
2.	20017	67.	25266	132.	29435	197.	91097	262.	1901G42	327.	1901M72	392.	OCM501001
3.	20028	68.	25268	133.	29437	198.	91113	263.	1901G45	328.	1901M73	393.	OCM501005
4.	20040	69.	25269	134.	29465	199.	91114	264.	1901G47	329.	1901M74	394.	OCM501006
5.	20048	70.	25270	135.	29550	200.	91116	265.	1901G48	330.	1901M75		
6.	20049	71.	25290	136.	29553	201.	92344	266.	1901G56	331.	1901M77		
7.	20065	72.	25372	137.	29555	202.	92346	267.	1901J24	332.	1901M78		
8.	20066	73.	25381	138.	29558	203.	93420	268.	1901J25	333.	1901M79		
9.	20067	74.	25387	139.	30101	204.	93428	269.	1901J27	334.	1901M80		
10.	20068	75.	25388	140.	30102	205.	93430	270.	1901J33	335.	1901M81		
11.	20070	76.	25402	141.	30103	206.	95553	271.	1901M00	336.	1901M82		
12.	20071	77.	25405	142.	30106	207.	95556	272.	1901M01	337.	1901M84		
13.	20072	78.	25406	143.	30200	208.	95568	273.	1901M02	338.	1901M85		
14.	20073	79.	25407	144.	30201	209.	95591	274.	1901M03	339.	1901W08		
15.	20075	80.	25408	145.	30204	210.	95593	275.	1901M04	340.	1901W09		
16.	20076	81.	25410	146.	43513	211.	95595	276.	1901M05	341.	1901W10		
17.	20077	82.	25411	147.	70303	212.	96640	277.	1901M06	342.	1901W11		
18.	20078	83.	25415	148.	70304	213.	97060	278.	1901M07	343.	1901W12		
19.	20080	84.	25420	149.	70305	214.	97061	279.	1901M08	344.	1901W13		
20.	20081	85.	25466	150.	70306	215.	97062	280.	1901M09	345.	1901W14		
21.	20082	86.	25492	151.	70307	216.	97063	281.	1901M10	346.	1901W15		
22.	20083	87.	25510	152.	70605	217.	97064	282.	1901M11	347.	1901W16		
23.	20085	88.	26326	153.	70623	218.	97863	283.	1901M12	348.	1901W17		
24.	20086	89.	26327	154.	70668	219.	97868	284.	1901M13	349.	1901W23		
25.	20087	90.	26330	155.	70904	220.	97875	285.	1901M15	350.	1901W24		
26.	20090	91.	26791	156.	70905	221.	97876	286.	1901M16	351.	1901W25		
27.	20091	92.	27422	157.	71418	222.	97879	287.	1901M17	352.	1901W60		
28.	20092	93.	27862	158.	71419	223.	97910	288.	1901M18	353.	1901W62		
29.	20093	94.	27863	159.	71420	224.	97911	289.	1901M19	354.	1901W63		
30.	20242	95.	27868	160.	90026	225.	97912	290.	1901M20	355.	1901W64		

31.	23907	96.	27872	161.	90028	226.	99402	291.	1901M22	356.	1901W65
32.	23908	97.	27892	162.	90044	227.	99405	292.	1901M23	357.	1901W66
33.	23909	98.	27893	163.	90045	228.	99407	293.	1901M24	358.	4020BLK
34.	23913	99.	27894	164.	90047	229.	99445	294.	1901M25	359.	4020COF
35.	23922	100.	27895	165.	90048	230.	99569	295.	1901M26	360.	4020SAD
36.	23932	101.	27896	166.	90049	231.	99706	296.	1901M27	361.	4025BLK
37.	23938	102.	27899	167.	90052	232.	99822	297.	1901M28	362.	4025BUR
38.	24017	103.	27908	168.	90055	233.	99936	298.	1901M29	363.	4025TAN
39.	24018	104.	27909	169.	90056	234.	99941	299.	1901M30	364.	4353BLK
40.	24019	105.	27911	170.	90059	235.	99950	300.	1901M31	365.	4353BUR
41.	24020	106.	27914	171.	90062	236.	99951	301.	1901M32	366.	4353TAN
42.	25061	107.	27921	172.	90091	237.	99952	302.	1901M33	367.	4363BLK
43.	25118	108.	27950	173.	90092	238.	99953	303.	1901M34	368.	4363BUR
44.	25202	109.	29300	174.	90093	239.	99954	304.	1901M35	369.	4578BLK
45.	25203	110.	29311	175.	90094	240.	99958	305.	1901M36	370.	4578CHO
46.	25216	111.	29312	176.	90095	241.	99969	306.	1901M37	371.	5154CHO
47.	25220	112.	29313	177.	90096	242.	1042BLK	307.	1901M38	372.	5251BLK
48.	25222	113.	29314	178.	90222	243.	1042CHO	308.	1901M39	373.	5251MPL
49.	25223	114.	29320	179.	90224	244.	1901G05	309.	1901M41	374.	5309BLK
50.	25225	115.	29321	180.	91002	245.	1901G06	310.	1901M42	375.	5309MPL
51.	25226	116.	29322	181.	91065	246.	1901G07	311.	1901M43	376.	6068BLK
52.	25227	117.	29323	182.	91066	247.	1901G08	312.	1901M44	377.	6068TAN
53.	25228	118.	29324	183.	91067	248.	1901G15	313.	1901M46	378.	70622W
54.	25229	119.	29325	184.	91068	249.	1901G20	314.	1901M47	379.	9GCL7
55.	25230	120.	29326	185.	91069	250.	1901G21	315.	1901M48	380.	9MSU3
56.	25240	121.	29327	186.	91070	251.	1901G22	316.	1901M49	381.	9PGL1
57.	25250	122.	29328	187.	91071	252.	1901G25	317.	1901M50	382.	L23913
58.	25251	123.	29329	188.	91072	253.	1901G26	318.	1901M51	383.	L25118
59.	25255	124.	29331	189.	91073	254.	1901G27	319.	1901M52	384.	L27862
60.	25256	125.	29332	190.	91074	255.	1901G30	320.	1901M53	385.	L29300
61.	25257	126.	29370	191.	91075	256.	1901G31	321.	1901M54	386.	L29301

62.	25258	127.	29405	192.	91091	257.	1901G32	322.	1901M55	387.	L29302
63.	25260	128.	29406	193.	91092	258.	1901G35	323.	1901M57	388.	L97880
64.	25261	129.	29408	194.	91093	259.	1901G37	324.	1901M58	389.	OCM305001
65.	25262	130.	29409	195.	91095	260.	1901G38	325.	1901M62	390.	OCM305005

EXHIBIT E

Return this Completed Claim Form on or Before September 7, 2018, to:
Djoric v. Justin Brands Class Action Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021 **or submit electronically at www.ChippewaMadeinUSASettlement.com**

CLAIM FORM

You are a member of the Settlement Class if you purchased a Chippewa Product in California (including an online purchase made while you were in California) between March 1, 2011 and June 30, 2017. “Chippewa Products” means the models of Justin Brand’s Chippewa boots attached hereto as Exhibit A, which were manufactured, marketed, and/or distributed with the designation “Handcrafted in the USA” or other designation of United States origin, but that contain one or more foreign-made component parts. Specifically excluded from the Settlement Class are: (a) employees, officers, directors, agents, and representatives of Defendant Justin Brands, Inc. and its subsidiaries and affiliates; (b) all mediators, judges and judicial staff who have presided over the Action; and (c) all persons who have timely opted-out and/or been properly excluded from the Class.

If you are a Settlement Class Member, for each Chippewa Product you purchased between March 1, 2011 and June 30, 2017, you may elect one \$25.00 Cash Benefit (to be made by check payable to you) or one \$50.00 Promotional Code that can be used toward the purchase of any Chippewa footwear product available at <http://www.chippewaboos.com>. The Promotional Codes shall expire two years after their date of issuance and shall be fully transferrable. Multiple Promotional Codes can be used per transaction.

A complete description of the Settlement Class qualifications and claim benefits is provided in the Notice of Proposed Settlement of Class Action (www.ChippewaMadeinUSASettlement.com).

To make a Claim, you must fully complete this Claim Form so that it is submitted online or postmarked no later than September 7, 2018.

The completed Claim Form must be submitted online at www.ChippewaMadeinUSASettlement.com or returned to the following address: Djoric v. Justin Brands Class Action Settlement, c/o JND Legal Administration, PO Box 6878, Broomfield, CO 80021, on or prior to September 7, 2018 to take part in the Settlement.

Djoric v. Justin Brands Class Action Settlement

I certify that I am a member of the Settlement Class and that in consideration for the right to receive one (1) \$25.00 Cash Benefit per Chippewa Product purchased, or one (1) \$50.00 Promotional Code per Chippewa Product purchased, I hereby swear under penalty of perjury that:

1. I purchased the following number of Chippewa Products between March 1, 2011 and June 30, 2017: _____
2. The style(s) (model number(s)) of the Chippewa Products I purchased between March 1, 2011 and June 30, 2017 is/are as follows (if known): _____.
3. Check one for each Chippewa Product purchased between March 1, 2011 and June 30, 2017.
 I choose to receive ____ \$25.00 Cash Benefit(s).
 I choose to receive ____ \$50.00 Promotional Code(s).

I understand that the Claims Administrator has the right to verify and dispute this Claim.

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

Signature

Print Full Name

Residence Address

City, State, Zip Code

Email (if available)

Please do not forget to sign this Claim Form. If you do not sign it, your claim may not be processed and may be denied.

EXHIBIT F



PRINT MEDIA NOTICE CAMPAIGN

2 Week Schedule/
42 Insertions

NEWSPAPERS	TITLE	CIRCULATION	READERSHIP	METRO GEO/ AREA COVERED	INSERTIONS
	Sacramento Bee	108,984	272,460	Sacramento	
	Los Angeles Times	433,134	1,082,835	Los Angeles	
	OC Register	101,588	253,970	Orange County	
	San Diego Union Tribune	157,287	393,218	San Diego	
	San Francisco Chronicle	163,307	408,268	San Francisco	
	San Jose Mercury News	157,720	394,300	San Jose	
	Fresno Bee	64,598	161,495	Fresno	
	Modesto Bee	27,946	69,865	Modesto	2 Weekday Insertions per Newspaper, 2 Week Schedule
	Riverside Press Enterprise	50,251	125,628	Riverside	
	Santa Rosa Press Democrat	45,864	114,660	Santa Rosa	
	Bakersfield Californian	24,788	61,970	Bakersfield	
	Palm Springs Desert Sun	20,209	50,523	Palm Springs	
	Santa Barbara News Press	19,176	47,940	Santa Barbara	
	Chico Enterprise Record	9,342	23,355	Chico/Redding	
	Red Bluff Daily News	3,302	8,255	Chico/Redding	
	Tahoe Daily Tribune	7,427	18,568	Sacramento	

NEWSPAPERS	TITLE	CIRCULATION	READERSHIP	METRO GEO/ AREA COVERED	
	Imperial Valley Press	4,944	12,360	Yuma/El Centro	2 Weekday Insertions per Newspaper, 2 Week Schedule
	Eureka Times-Standard	8,166	20,415	Eureka	
	Monterey County Herald	10,454	26,135	Monterey	
	Lassen County Times	10,300	25,750	Reno, Lassen County CA	
	Redding Record Searchlight	13,717	34,293	Chico/Redding	

Suggested total print budget: **\$66,330**

EXHIBIT G

Djoric v. Justin Brands, Inc. Claims Administrator

PO Box 6878
Broomfield, CO 80021

mm dd, yyyy

[Name and Address]

Re: Djoric v. Justin Brands, Inc. Proposed Class Action Settlement

Dear [Name]:

This letter is being sent to you because you have been identified as a store that may have sold a pair of Chippewa brand boots or other Chippewa footwear between March 1, 2011 and June 30, 2017 in California.

The Court ordered us send you this summary notice because purchasers of Chippewa brand boots or other Chippewa footwear have a right to know about a proposed settlement of a class action lawsuit, and about their options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals, if any, are resolved, an administrator appointed by the Court will make the payments that the settlement allows, including an option for a \$25 cash payment or a \$50 promotional code toward a future purchase.

Please display the enclosed notice near your point of sale, or near your display of Chippewa products.

For additional information please call toll-free 1-844-470-7974.

Regards,

Djoric v. Justin Brands, Inc. Claims Administrator
1-844-470-7974

Enclosure

***Djoric v. Justin Brands, Inc.*, Los Angeles Superior Court Case No. BC574927
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**If you purchased a pair of Chippewa brand boots or other Chippewa footwear between March 1, 2011 and June 30, 2017, while residing in California, your legal rights may be affected.
Please read this notice carefully.**

You are hereby notified that a settlement has been reached in the Superior Court of the State of California (the "Court") in a class action lawsuit entitled *Djoric v. Justin Brands, Inc.*, Case No. BC574927 (the "Action"). Please review this Notice for details of the settlement and benefits you may be eligible to receive.

WHO'S INCLUDED?

You are included in the settlement and may be able to obtain a benefit from the settlement if you resided in California and purchased certain Chippewa Products between March 1, 2011 and June 30, 2017, which Defendant represented were "handcrafted" or otherwise made in the U.S.A., even though the Products contained parts that were entirely or substantially manufactured outside of the United States. Those certain Chippewa Products are listed as Exhibit A to the Claim Form that is available on the website referenced below. This makes you a member of the "Class".

WHAT IS THIS SETTLEMENT ABOUT?

The Settlement will resolve claims that Justin Brands, Inc. misrepresented the country of origin of various products from March 1, 2011 to June 30, 2017, by claiming that the products were "Handcrafted in the USA". Defendant admits that it represented that products were "Handcrafted in the USA," but denies these were misrepresentations.

After analyzing the claims and defenses in this Action, and taking into account the risks and uncertainty inherent in a trial and appeals relating to the Action, the parties concluded that it is in their respective best interests to settle the Action on the terms summarized in this notice.

HOW DO I BENEFIT FROM THE SETTLEMENT?

If you do not opt out of the Settlement and return a valid Claim Form, you may be eligible to receive either: one (1) fully transferrable \$50.00 promotional code or voucher (promo code) per qualifying Product purchased which can be used toward the purchase of another Chippewa product; or (2) a check in the amount of \$25.00 per qualifying Product purchased. To receive one of these benefits, you MUST file a claim form, which you can do online at www.ChippewaMadeinUSASettlement.com. You may also contact the Class Administrator at 1-844-470-7974 to request a mailed in copy of the claim form. **The deadline to file a claim is September 7, 2018.** Defendant also agrees to (1) pay a class representative enhancement award (to the extent awarded by the Court) to class representative Marko Djoric in an amount not to exceed \$10,000, and to pay Class Counsel's attorneys' fees and costs (to the extent awarded by the Court) in an amount not to exceed \$425,000.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

You have the right to exclude yourself from the Action and the settlement. If you wish to be excluded, you must mail a letter postmarked no later than **July 9, 2018**, with your full name, address, telephone number, email address (if available), and signature, along with the statement "I want to be excluded from the plaintiff class in *Djoric v. Justin Brands, Inc.*, Case No. BC574927." Your request must be signed and sent to the Claims Administrator at the address below.

HOW DO I OBJECT TO THE SETTLEMENT?

If you object to the settlement, You must do so by mailing your objection to the Claims Administrator postmarked no later than **July 9, 2018**. Your objection must refer to the name and number of the Action, *Djoric v. Justin Brands, Inc.*, Los Angeles County Superior Court, Case No. BC 574927. The objection must include: (1) your complete name and residence or business address, as well as an email address, if available; (2) a statement that you fall within the definition of the Settlement Class; and (3) each ground for comment or objection and any supporting papers you desire the Court to consider.

WHEN IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing at 9:00 a.m.. on July 31, 2018, in Department 17 of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012 to consider: (a) whether the Proposed Settlement summarized above is fair, reasonable, adequate, and in the best interests of the Class, (b) whether, and in what amount, to award attorneys' fees and costs to Class Counsel, and (c) whether to award a class representative enhancement award to Plaintiff Marko Djoric. You may appear at the hearing, but you don't have to attend. For more information call **1-844-470-7974**, or visit the settlement website at www.ChippewaMadeinUSASettlement.com, or write to:

Djoric v. Justin Brands, Inc. Claims Administrator
c/o JND Class Action Administration
PO Box 6878
Broomfield, CO 80021

