

***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 Legal Administration
PO Box 91306
Seattle, WA 98111

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 Legal Administration
PO Box 91306
Seattle, WA 98111

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, at 9:00 a.m. 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

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Claims Administrator:

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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.

BOOT MODEL EXHIBIT A

1.	20012	66.	25264	131.	29416	196.	91096	261.	1901G40	326.	1901M64
2.	20017	67.	25266	132.	29435	197.	91097	262.	1901G42	327.	1901M72
3.	20028	68.	25268	133.	29437	198.	91113	263.	1901G45	328.	1901M73
4.	20040	69.	25269	134.	29465	199.	91114	264.	1901G47	329.	1901M74
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

