

**Sher et al. v. Rainbow Sandals, Inc.**  
Case No. 23STCV23449  
Superior Court of California for the County of Los Angeles

**If your Rainbow Sandals warranty claim was denied or you were told a warranty claim likely would not be covered due to the presence of wear and tear, you may be entitled to benefits from a class action settlement.**

The Superior Court of California for the County of Los Angeles has authorized this Notice.  
*This is not a solicitation from a lawyer. You are not being sued.*

A proposed Settlement has been reached with Rainbow Sandals, Inc. (“Rainbow” or “Defendant”) concerning the warranty coverage of certain Rainbow Sandals products. The case is known as *Sher et al. v. Rainbow Sandals, Inc.*, Case No. 23STCV23449 (Superior Court of California for the County of Los Angeles). Rainbow has agreed to this settlement to provide its customers with warranty coverage rather than spend money on litigation.

The **Class** includes all individuals who between September 27, 2019, and June 8, 2026, purchased one or more pairs of Covered Sandals for personal, household, or family purposes.

You are included in the **Warranty Denial Class** if you, between September 27, 2019, and June 8, 2026, either: (1) submitted a Warranty Inquiry concerning a Manufacturing Defect in a Covered Sandal during the Sole Lifetime and were informed that it likely would not be covered due to the presence of Wear and Tear; or (2) submitted a Warranty Claim concerning a Manufacturing Defect in a Covered Sandal during the Sole Lifetime that was coded by Rainbow as Wear and Tear Fault.

Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>                                      |                                                                                                                                                                                                                                                                                                                                                                |
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| <b>FILE A CLAIM FORM</b><br><b>DEADLINE:</b><br><b>SEPTEMBER 7, 2026</b>                      | Submitting a Claim Form is the only way that you can receive repair or replacement of your Rainbow sandals pursuant to the terms of the Settlement. If you submit a Claim Form, you will give up the right to sue the Rainbow Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves. |
| <b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b><br><b>DEADLINE:</b><br><b>SEPTEMBER 7, 2026</b>  | This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Rainbow Released Parties, for the claims this Settlement resolves.<br>If you exclude yourself, you will give up the right to receive repair or replacement of your Covered Sandal from this Settlement.                                             |
| <b>OBJECT TO OR COMMENT ON THE SETTLEMENT</b><br><b>DEADLINE:</b><br><b>SEPTEMBER 7, 2026</b> | You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you cannot object to it.<br>If you object, you may also file a Claim Form to receive Settlement relief.            |
| <b>GO TO THE FINAL APPROVAL HEARING ON NOVEMBER 6, 2026 AT 11:00 A.M. PST</b>                 | You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. You are <u>not</u> required to attend the Final Approval Hearing.                                                                                                                                                                          |
| <b>DO NOTHING</b>                                                                             | If you do nothing, you will give up the right to sue the Rainbow Released Parties for the claims this Settlement resolves. If you are a Warranty Denial                                                                                                                                                                                                        |

**Questions? Visit [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com) or call toll-free 1-866-558-4208.**

|  |                                                                                                                                                                                                                                  |
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|  | Class Member and do nothing, you will not receive repair or replacement of your Covered Sandal from the Settlement and you will give up your rights to sue the Rainbow Released Parties for the claims this Settlement resolves. |
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- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court still has to decide whether to approve the Settlement. Settlement benefits will not be provided unless the Court approves the Settlement, and it becomes final.

## BASIC INFORMATION

### 1. Why did I get this Notice?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *Sher et al. v. Rainbow Sandals, Inc.*, Case No. 23STCV23449 (the “Action”), in the Superior Court of California for the County of Los Angeles. The individuals who filed this lawsuit are called the “Plaintiffs” and the company they sued, Rainbow Sandals, Inc., is called the “Defendant” or “Rainbow.”

### 2. What is this lawsuit about?

On September 27, 2023, Plaintiff Jeremy Sher filed a class action complaint against Rainbow, in the Superior Court for the State of California, County of Los Angeles, alleging that Rainbow improperly denied his warranty claim. On May 30, 2025, Plaintiffs filed a First Amended Class Action Complaint naming both Jeremy Sher and Johanna Dominguez as plaintiffs. The Complaints can be viewed at the Settlement Website: [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com).

Rainbow denies any wrongdoing or liability and has raised numerous defenses. The Court has not decided who is right. Rainbow has agreed to this settlement to provide its customers with warranty coverage rather than spend money on litigation.

### 3. Why is this a class action?

In a class action, one or more people called the “Plaintiffs”, or “Class Representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “class” or “class members.” One court resolves the issues for all class members, except for those class members who exclude themselves from the class.

The Plaintiffs and Class Representatives in this case are Jeremy Sher and Johanna Dominguez.

### 4. Why is there a Settlement?

The Plaintiffs and Defendant disagree over the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant (collectively referred to as the “Parties”). Instead, the Parties have agreed to settle the Action and agree that the Settlement Agreement offers significant benefits to all Class Members, and that the Settlement is fair, reasonable, adequate, and in the best interest of the Plaintiffs and all Class Members.

**Questions? Visit [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com) or call toll-free 1-866-558-4208.**

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

The **Class** includes all individuals who between September 27, 2019, and June 8, 2026, purchased one or more pairs of Covered Sandals for personal, household, or family purposes.

The **Warranty Denial Class** includes all Class Members who between September 27, 2019, and June 8, 2026, either: (1) submitted a **Warranty Inquiry** concerning a **Manufacturing Defect** in a **Covered Sandal** during the **Sole Lifetime** who were informed that it likely would not be covered due to the presence of Wear and Tear; or (2) submitted a **Warranty Claim** concerning a Manufacturing Defect in a Covered Sandal during the Sole Lifetime that was coded by Rainbow as Wear and Tear Fault.

“**Warranty Inquiry**” means a communication in email or return material authorization from the owner of a Covered Sandal regarding Rainbow’s evaluation of that Covered Sandal’s eligibility under the Rainbow Guarantee for repair or replacement.

“**Manufacturing Defect**” means any damage that occurs as a result of defective manufacturing as opposed to Wear and Tear, including without limitation: (1) a sandal strap pulling out from toe straps, i.e., a toe strap that has come unglued and pulled out cleanly from between the layers of the sandal; (2) a sandal strap pulling out from side strap, i.e., a side strap that has come unglued and pulled cleanly from between the layers of the sandals; or (3) delamination of layers, i.e. the top or bottom sole has come unglued and separated from the middle layer of colored foam. Any use of leather conditioner, oils, lotions or any other moisturizer that results in a delamination is not considered a “Manufacturing Defect.”

“**Covered Sandal**” means any Rainbow Sandals, Inc.-branded sandal except for the following (which are subject to a 6-month warranty): The Slides; Comfort Classics; East Cape; The Cloud; Holoholo; Islander; Mariner; Mocca Loaf; Mocca Shoe; Navigator; North Cove; South Cove; Sunset Snugs; Comfort Classics; The Avalon; The Bella; The Calafia; The Cloud Collection; The Cottons; The Delilah; Escape; The Flirty Braid; The Gala; The Islander; The Lola; The Marley; The Sandiva; The Sophia; The Tango; T-Street Leather; T-Street Hemp; West Cape; Kids Delilah; The Grombows; Kids Sandiva; Kids Sophia.

“**Sole Lifetime**” means the period of time in which any Covered Sandal’s sole is intact, meaning that it has not worn through on either the top or bottom layer of the sole. For the purposes of evaluating a Covered Sandal’s Sole Lifetime, cracked leather on the footbed of the sandal, absent other evidence that the top sole is worn through, shall not be sufficient to establish that a Covered Sandal is outside its Sole Lifetime unless the crack is all the way through to the next layer.

“**Warranty Claim**” means a claim for repair or replacement of a Covered Sandal made pursuant to the Rainbow Guarantee.

**Participating Class Members** are Class Members who do not submit a valid and timely Request for Exclusion from the Settlement.

**Non-Participating Class Members** are Class Members who opt out of the Settlement by submitting a valid and timely Request for Exclusion.

**Questions? Visit [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com) or call toll-free 1-866-558-4208.**

## 6. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com) or call toll-free 1-866-558-4208. You may also email the Settlement Administrator at [info@CoveredSandalSettlement.com](mailto:info@CoveredSandalSettlement.com).

## THE SETTLEMENT CLASS MEMBER BENEFITS

### 7. What are the Repair or Replacement Benefits the Settlement provide?

The Settlement provides for the repair or replacement of a Covered Sandal for those **Warranty Denial Class Members** who submit a valid and timely claim.

**Repair Option.** If repair of the Covered Sandals is feasible, such repair shall be completed after the Settlement is approved and becomes final. If repair of a given pair of Covered Sandals is not feasible then the Claimant who sent in those Covered Sandals for repair shall be entitled to Replacement Sandals but not return of the unrepairable Covered Sandals.

**Replacement Option.** After the Settlement is approved and becomes final, Rainbow will mail or cause to be mailed Replacement Sandals to: (i) any Claimant who has indicated that they are no longer in possession of their Covered Sandals; (ii) any Claimant whose Covered Sandals Rainbow determined it could not feasibly repair within ninety (90) days of the Effective Date. Such sandals shall be of like size and style as the Covered Sandal in connection with which a Warranty Claim was made.

**Participating Class Members**, *i.e.*, members of the Class who do not opt out of the Settlement, will receive the benefits described in the next question.

### 8. Are there other benefits included in the Settlement?

Yes. Rainbow has also agreed to the following:

**Cessation of Non-Guarantee Policy Warranty Denials.** Rainbow will not deny Warranty Claims for Manufacturing Defects on the basis that Covered Sandals exhibit Wear and Tear. If a Manufacturing Defect is present in a Covered Sandal during the Sole Lifetime, then Rainbow shall not use the existence of Wear and Tear as the basis for denying a Warranty Claim. Likewise, Rainbow agrees that it will not dissuade or discourage Warranty Claims from individuals submitting Warranty Inquiries relating to Covered Sandals exhibiting Manufacturing Defects during the Sole Lifetime on the basis that the Covered Sandals exhibit Wear and Tear.

**Cessation of “Rainbow Guarantee” Marketing.** Rainbow will also cease any paid advertising of any of its Products stating that they come with a guarantee against Manufacturing Defects “for the lifetime of the sole” or come with a “lifetime guarantee.” Rainbow will no longer attach a statement to its Covered Sandals it manufactures or causes to be manufactured stating that they come with a guarantee against Manufacturing Defects “for the lifetime of the sole” or coming with a “lifetime guarantee” against Manufacturing Defects.

In addition, Rainbow has agreed to pay for attorneys’ fees and costs, administration expenses, and service awards for the Class representatives in amounts to be determined by the Court; Class Counsel has agreed that its request for fees will not exceed \$145,000.00, its request for Class Litigation Expenses will not exceed \$26,000.00 and its request for Class Representative Service Awards will not exceed \$3,500.00

**Questions? Visit [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com) or call toll-free 1-866-558-4208.**

each for each of the two Class Representatives.

This is only a summary. For a full description of the Settlement Relief, please visit [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com).

#### **9. What am I giving up to receive a benefit from the Settlement or stay in the Class?**

If you are a Participating Class Member, and you do not exclude yourself, you are choosing to remain in the Settlement. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and the other Rainbow Released Parties about the legal issues in this Action that are resolved by this Settlement.

#### **10. What are the Released Claims?**

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Rainbow Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the First Amended Class Action Complaint. Participating Class Members do not release any other claims or claims based on facts occurring outside the Class Period.

"Rainbow Released Parties" means: Rainbow and each of its former and present directors, officers, shareholders, employees, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, retailers, distributors, manufacturers, suppliers and affiliates."

The Release becomes effective on the latter of: (1) Final Approval; or (2) the date by which Rainbow has made all payments required by paragraph 2.6 of the Settlement Agreement and fulfilled its repair or replacement obligations under paragraph 2.1 of the Settlement Agreement.

More information about the Release of Claims and Rainbow Released Parties can be found in the Class Action Settlement Agreement, available at [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com).

### **HOW TO GET A SETTLEMENT BENEFIT—SUBMITTING A CLAIM FORM**

#### **11. How do I make a claim to receive a Settlement benefit?**

Visit [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com) to submit your claim online or to download a full Claim Form to complete and return it by mail or via online submission. Claim Forms must be submitted online by **September 7, 2026**. Claim Forms submitted by mail must be postmarked no later than **September 7, 2026**.

Class members can also request a Claim Form by calling toll-free 1-866-558-4208 or by writing or emailing the Settlement Administrator.

Mail: Rainbow Sandals Warranty Settlement, Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: [info@CoveredSandalSettlement.com](mailto:info@CoveredSandalSettlement.com)

#### **12. Where do I send my completed Claim Form?**

Completed Claim Forms may be mailed to the Settlement Administrator at: Rainbow Sandals Warranty Settlement, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Remember, Claim Forms submitted by mail must be postmarked no later than **September 7, 2026**.

**Questions? Visit [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com) or call toll-free 1-866-558-4208.**

### 13. What happens if my contact information changes after I submit a claim?

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Settlement Administrator in identifying you.

### 14. When and how will I receive a benefit from the Settlement?

Repair or Replacement benefits to Participating Class Members who submit a valid Claim Form will be provided by Rainbow after the Settlement is approved and becomes Final.

The Settlement approval process may take time and there may be appeals that must be resolved before any benefits can be provided. Please be patient and check [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com) for updates.

## THE LAWYERS REPRESENTING YOU

### 15. Do I have a lawyer in this case?

Yes, the Court has appointed Kneupper & Covey PC as Class Counsel to represent you and all Warranty Denial Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you.

### 16. How will Class Counsel be paid?

Class Counsel will request an award of Attorneys' Fees in an amount not to exceed \$145,000.00, Class Litigation Expenses in an amount not to exceed \$26,000, and Class Representative Service Awards up to \$3,500.00 for each of the two Class Representatives. Class Counsel's application to the Court for these payments will be posted on [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com) after it is filed with the Court.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class member and want to keep any right you may have to sue or continue to sue the Defendant and/or the other Rainbow Released Parties on your own based on the claims raised in this Action or released by the Release of Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement. Any Class Member who does not file a timely Request for Exclusion in accordance with the instructions below will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

### 17. How do I get out of the Settlement?

Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator via postal mail or via website portal submission, a signed written Request for Exclusion not later than **September 7, 2026**. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked or submitted to the website portal at [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com) by **September 7, 2026**.

Mailed Requests for Exclusion must be postmarked or received by the Settlement Administrator at:

Rainbow Sandals Warranty Settlement  
Attn: Exclusion Requests  
P.O. Box 58220  
Philadelphia, PA 19102

**Questions? Visit [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com) or call toll-free 1-866-558-4208.**

**18. If I exclude myself, can I still receive a benefit from the Settlement?**

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive a benefit from the Settlement if you stay in the Settlement and submit a valid Claim Form.

**19. If I do not exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendant and the other Rainbow Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the other Rainbow Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## **OBJECT TO OR COMMENT ON THE SETTLEMENT**

**20. How do I tell the Court that I do not like the Settlement?**

Only Participating Class Members, *i.e.*, Class Members that do not opt-out of the Settlement, may object to the class action components of the Settlement and/or the Settlement Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel for Attorney Fees and Class Litigation Expenses and/or the Class Representative Service Payments.

Written objections must include: (1) the objector's name, address, telephone number and, if they are being assisted by a lawyer, the objector's lawyer's name, address and telephone number; (2) the name and case number of this class action; (3) proof that the Objector is a Settlement Class Member; (4) a brief but specific explanation of the basis of the objector's objections; and (5) the objector's signature.

Participating Class Members may send written objections to the Administrator, by mail or via the website portal at [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com). In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator (at the address below) must do so not later than **September 7, 2026**.

Rainbow Sandals Warranty Settlement  
Attn: Objections  
P.O. Box 58220  
Philadelphia, PA 19102

**21. What is the difference between objecting and requesting exclusion?**

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

## **THE FINAL APPROVAL HEARING**

**22. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on **November 6, 2026, at 11:00 AM, PST**, at Spring Street Courthouse, Spring Street Courthouse, Department 10, 312 North Spring Street, Los Angeles, CA 90012.

**Questions? Visit [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com) or call toll-free 1-866-558-4208.**

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com) for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, and will decide on Class Counsel's application for Attorney Fees and Class Litigation Expenses and/or the Class Representative Service Payments. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

#### **23. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection, the Court will consider it, and you do not have to come to Court to talk about it.

#### **24. May I speak at the Final Approval Hearing?**

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection. In addition to indicating your intention to appear at the Final Approval Hearing, your objection must list any witnesses you plan to call and exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have an attorney speak on your behalf at the Final Approval Hearing, you must also include your attorney's name, email address, and phone number in your objection.

### **IF YOU DO NOTHING**

#### **25. What happens if I do nothing at all?**

If you are a Class Member and you do nothing, you will give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Rainbow Released Parties about the legal issues in this Action and released by the Settlement. If you are a Warranty Denial Class Member and do nothing, you will not receive repair or replacement of your Covered Sandal from the Settlement.

### **GETTING MORE INFORMATION**

#### **26. How do I get more information?**

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com). You may also contact the Settlement Administrator by mail or email:

Mail: Rainbow Sandals Warranty Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: [info@CoveredSandalSettlement.com](mailto:info@CoveredSandalSettlement.com)

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

**Questions? Visit [www.CoveredSandalSettlement.com](http://www.CoveredSandalSettlement.com) or call toll-free 1-866-558-4208.**