

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiffs Jeremy Sher and Johanna Dominguez (“Plaintiffs”) and defendant Rainbow Sandals, Inc. (“Rainbow” or “Defendant”). The Agreement refers to Plaintiffs and Rainbow collectively as “Parties,” or individually as “Party.” Capitalized terms used herein are defined in Section I of this Settlement Agreement or as indicated in parentheses.

Subject to Court approval, the Parties stipulate and agree that, in consideration for the promises and covenants set forth in this Settlement Agreement, subject to entry by the Court of a Final Judgment and Order Approving Settlement and the Parties’ performance of all of its obligations herein, the Action shall be settled and compromised upon the terms and conditions contained herein.

WHEREAS, 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 captioned *Sher v. Rainbow Sandals, Inc.*, Case No. 23STCV23449, on behalf of himself and similarly situated consumers as part of a putative nationwide class; and

WHEREAS on May 2, 2024, Plaintiff Jeremy Sher moved for leave to amend the complaint and on May 27, 2025, the Court granted Plaintiff’s Motion for Leave to Amend; and

WHEREAS on May 30, 2025, Plaintiffs filed a First Amended Class Action Complaint naming both Jeremy Sher and Johanna Dominguez as plaintiffs;

WHEREAS, Rainbow denied and continues to deny any liability or wrongdoing and raised and continues to raise numerous defenses and contended and continues to contend that Mr. Sher’s warranty claim was properly denied and that Ms. Dominguez has suffered no damage and not made any warranty claim;

WHEREAS, Rainbow disclosed to Class Counsel its statistics regarding warranty claims which it contends reflect that between 2018 and 2024, it has received warranty submissions for less than 0.4% of its sandals sold and it has repaired or replaced over 87% of warranty submissions, and contends its policies and practices are consistent with the Rainbow Guarantee and there has been no unfair business practice;

WHEREAS, on June 4, 2025, Rainbow disclosed to Class Counsel all of its Warranty Inquiries from January 1, 2019 through August 30, 2024 and categorized them into six categories;

WHEREAS, Rainbow identified and produced to Class Counsel the inquiries about a Manufacturing Defect in a Covered Sandal during the Sole Lifetime and informed the customer that it would likely not be covered due to the presence of Wear and Tear between Jan. 1, 2019 and August 30, 2024 (“Prior Wear and Tear Warranty Inquiries”);

WHEREAS, Rainbow has identified Class Members who submitted a Warranty Claim concerning a Manufacturing Defect during the Sole Lifetime that was coded by Rainbow as Wear and Tear Faults between September 27, 2019 and May 29, 2024 (the “Prior Wear and Tear Faults”); and

WHEREAS, the Parties have engaged in litigation and discovery. By way of example, in the course of litigation and in preparation for trial: (i) the Parties have litigated a Motion to Compel Arbitration, and a Motion to Transfer, and a Motion for Leave to Amend; (ii) the depositions of both Rainbow and Plaintiff Sher have been taken; and (iii) thousands of documents have been exchanged in discovery; and

WHEREAS, the Parties participated in an all-day mediation before Jill Sperber, Esq., as well as a second shorter mediation before Jill Sperber, Esq.; and

WHEREAS, Plaintiffs and Class Counsel have determined that a settlement of the Action on the terms reflected in this Settlement Agreement is fair, reasonable, adequate, and in the best interests of Plaintiffs and Class Members;

WHEREAS, Plaintiff Jeremy Sher represents that he does not intend to purchase Rainbow-branded products in the future; and

WHEREAS, Rainbow, to avoid costs, disruption and distraction of further litigation, and without admitting the truth of any allegations made in or related to the Action, or any liability with respect thereto, and expressly denying any and all material allegations and any liability, has concluded that it is desirable that the claims against it be settled on the terms in this Settlement Agreement; and

NOW, THEREFORE, this Settlement Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and the Parties agree as follows:

1. DEFINITIONS.

- 1.1. “Action” means *Sher et al. v. Rainbow Sandals, Inc.*, Case No. 23STCV23449, in the Superior Court of California for the County of Los Angeles.

- 1.2. “Administrator” means Angeion Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses” means the amount the Administrator will be paid by Rainbow for its services in administering notice of settlement to the Class.
- 1.4. “Blank Claim Form” means the document to be submitted by any member of the Warranty Denial Class in requesting repair of their Covered Sandals or indicating that they no longer have their Covered Sandals which shall be substantially in the form of Exhibit 1, and available in a downloadable form.
- 1.5. “Claim” means a request for repair of Covered Sandals, or an indication that a Class Member no longer has their Covered Sandals, that is set forth on the Pre-Populated Claim Form or the Blank Claim Form and which is submitted to the Administrator in accordance with the terms of this Settlement Agreement.
- 1.6. “Claim Submission Deadline” means sixty (60) days after the latter of: (1) the dissemination of the email notice required by paragraph 5.3.1; or (2) the last day on which the publication notice required by paragraph 5.3.2 appeared.
- 1.7. “Claimant” means a Warranty Denial Class Member who submits a Claim.
- 1.8. “Class” means all individuals who between September 27, 2019, and the date an order granting preliminary approval of the settlement is entered by the Court, purchased one or more pairs of Covered Sandals for personal, household, or family purposes.
- 1.9. “Class Counsel” means Kneupper & Covey PC.
- 1.10. “Attorney Fees” and “Class Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.11. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.12. “Class Notice” means, collectively, the Long-form Class Notice and Email Notice, substantially in the forms of the attached Exhibits 2 and 3.
- 1.13. “Class Period” means the period from September 27, 2019, to the date the Preliminary Approval Order is entered.
- 1.14. “Class Representatives” means the named Plaintiffs in the operative First Amended Class Action Complaint in the Action who will seek Court approval to serve as a Class

Representatives, i.e., Jeremy Sher and Johanna Dominguez.

- 1.15. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “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.
- 1.18. “Rainbow” means named Defendant Rainbow Sandals, Inc.
- 1.19. “Defense Counsel” means Sascha Henry, Esq., of Sheppard, Mullin, Richter & Hampton LLP.
- 1.20. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.21. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement
- 1.23. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.24. “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.”

- 1.25. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.26. “Notice Date” means the date by which the Administrator shall commence dissemination of the Class Notice, which shall be within thirty (30) days from the Preliminary Approval Order, unless the Parties agree to a different date, subject to Court approval.
- 1.27. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.28. “Plaintiffs” means Jeremy Sher and Johanna Dominguez, the named plaintiffs in the Action.
- 1.29. “Preliminary Approval” means the Court’s order granting preliminary approval of the settlement.
- 1.30. “Preliminary Approval Order” means the order entered by the court granting preliminary approval of the settlement.
- 1.31. “Pre-Populated Claim Form” means the document to be submitted by an individual identified in the Warranty Denial Data in requesting repair or replacement of their Covered Sandals or indicating that they no longer have their Covered Sandals, which shall be pre-populated with their name and email address, and which shall be substantially in the form of Exhibit 1.
- 1.32. “Product” means any footwear marketed by Rainbow regardless of whether it is a Covered Sandal.
- 1.33. “Rainbow Guarantee” means the written warranty pursuant to which Rainbow agrees to repair any Manufacturing Defect during the Sole Lifetime of Covered Sandals.
- 1.34. “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.

- 1.35. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class signed by the Class Member.
- 1.36. “Replacement Sandals” means a replacement pair of sandals offered by Rainbow to any Class Member who asserts a valid Warranty Claim related to a Manufacturing Defect in a Covered Sandal; such sandals shall be of like size and style as the Covered Sandal in connection with which a Warranty Claim was made.
- 1.37. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) mail his or her Objection to the Settlement, or (c) in the case of Warranty Denial Class Members, submit a Claim
- 1.38. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.39. “Settlement Agreement” means this Class Action Settlement Agreement (including all Exhibits attached to this Class Action Settlement Agreement).
- 1.40. “Settlement Website” means the internet website to be created and maintained for this settlement by the Settlement Administrator to provide information to the public and the Settlement Class about this Settlement Agreement.
- 1.41. “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.
- 1.42. “Warranty Claim” means a claim for repair or replacement of a Covered Sandal made pursuant to the Rainbow Guarantee.
- 1.43. “Warranty Denial Data” means:
- (a) the names and email addresses of those Class Members subject to Prior Wear and Tear Warranty Inquiries;
 - (b) the names and email addresses of those Class Members subject to Prior Wear

and Tear Faults;

(c) the names and email addresses of any Class Member who either: (1) submitted a Warranty Inquiry concerning a Manufacturing Defect in a Covered Sandal during the Sole Lifetime that was informed that it would likely not be covered due to the presence of Wear and Tear between August 31, 2024 and the date of Preliminary Approval; or (2) submitted a Warranty Claim concerning a Manufacturing Defect during the Sole Lifetime that was coded by Rainbow as Wear and Tear Faults between May 30, 2024 and the date of Preliminary Approval.

1.44. “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.

1.45. “Warranty Denial Class” means all Class Members who between September 27, 2019, and the date of Preliminary Approval 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.

1.46. “Warranty Denial Class Member” means a member of the Warranty Denial Class.

1.47. “Wear and Tear” means damage or deterioration due to use or exposure to the elements and as distinct from damage resulting from Manufacturing Defects. Examples of damage from Wear and Tear include bottom or top sole wearing through to insert; damage from dogs chewing on the strap; ripped, cut, slashed or burned materials; torn or cut straps; damage, including delamination, from water or moisture contact such as cracked, bowed, shrunk, or faded materials.

1.48. “Wear and Tear Fault” means Rainbow coded the warranty request as a dog/animal chew, past warranty due to cracked leather, non-repairable, oil delamination, voided warranty due to self-repair, torn strap-not pulled, or water or sun damage.

2. SETTLEMENT RELIEF

2.1. Repair or Replacement For Warranty Denial Class Members.

2.1.1. Repair. Within thirty (30) days of the Effective Date, Rainbow shall notify all Claimants whether repair of their Covered Sandals is feasible. 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 a Replacement Sandals, but not return of the unrepairable Covered Sandals. If repair of the Covered Sandals is feasible, such repair shall be completed within ninety (90) days of Final Approval and the Covered Sandals returned to the Claimant who submitted them for repair within 100 days of Final Approval. If repair of a given pair of Covered Sandals is initially determined to be feasible but such repair is not completed within ninety (90) days of Final Approval, Rainbow shall mail or cause to be mailed Replacement Sandals to the Claimant who submitted those Covered Sandals. These deadlines may be extended for up to 90 days without Court approval upon agreement of the Parties or by order of the Court.

2.1.2. Replacement. Within sixty (60) days of the Effective Date, 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. This deadline may be extended for up to 90 days without Court approval upon agreement of the Parties or by order of the Court.

2.2. Cessation of Non-Guarantee Policy Warranty Denials. No later than the Effective Date, Rainbow agrees that it will not deny Warranty Claims for Manufacturing Defects on the basis that Covered Sandals exhibit Wear and Tear. This paragraph shall not impose any new obligation to repair or replace Covered Sandals exhibiting Wear and Tear but not any Manufacturing Defect. But 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, beginning on the Effective Date, 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 exhibits Wear and Tear.

2.3. Cessation of “Rainbow Guarantee” Marketing. No later than the Effective Date, Rainbow will 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.” Likewise, beginning no later than the Effective Date, Rainbow and 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. Rainbow shall be excused from the requirements of this paragraph 2.3 and shall be permitted to continue marketing its Products, or some subset thereof, as coming with a guarantee against Manufacturing Defects “for the lifetime of the sole” or a “lifetime guarantee” against Manufacturing Defects so long as it conforms its review of, and responses to, Warranty Inquiries and Warranty Claims to the requirements of paragraph 2.2.

- 2.4. Future Warranty. Rainbow reserves the right to offer a new or modified warranty at its discretion in connection with its Products sold after Preliminary Approval, including, by way of example only, a “limited lifetime guarantee”. Rainbow may engage in paid advertising of its new or modified warranty at its discretion and may attach a statement to any sandals it manufactures to causes to be manufactured describing its new or modified warranty.
- 2.5. No Recall. Rainbow will not recall or pull Covered Sandals from its store shelves or inventory or retailers’ shelves or inventory . Nothing in this Settlement Agreement shall be interpreted as prohibiting Rainbow from selling through product existing as of the Effective Date to which representations about Rainbow Guarantee are attached.
- 2.6. Monetary Payments. As part of this Settlement Agreement, Rainbow will make the following monetary payments:
- 2.6.1. Class Representative Service Payment. Class Counsel may apply for a Class Representative Service Award on behalf of the Class Representatives. Class Counsel will not request more than \$3,500.00 per plaintiff. Rainbow shall have the right to oppose any application for a Class Representative Service Award. Rainbow shall pay any Class Representative Service Payment(s) ordered by the Court. Rainbow shall pay any Class Representative Service Payment within 15 bank days of the Effective Date and after receipt of the W-9 information of the Class Representative(s) to whom it is awarded by transmitting it to Class Counsel via check, ECF or wire.

2.6.2. Attorney Fees and Class Litigation Expenses Payment. Rainbow shall pay Attorney Fees and Class Litigation Expenses to Class Counsel in an amount to be ordered by the Court. Plaintiff and/or Class Counsel will file a motion for Attorney Fees and Class Litigation Expenses no later than 16 court days prior to the Final Approval Hearing. The Attorney Fees requested by Class Counsel shall not exceed \$145,000.00. The Class Litigation Expenses requested by Class Counsel will be limited to costs reasonably incurred in the prosecution of this Action and in Orange County Superior Court Case No. Case No. 30-2024-01391624-CU-HR-CJC and will not exceed \$26,000.00. Rainbow agrees that Class Counsel are entitled to a payment for Attorney Fees and Class Litigation Expenses in this matter but shall have the right to oppose the amount of fees and any specific costs requested in any motion for attorney fees and class litigation expenses. Rainbow shall pay any Attorney Fees and Class Litigation Expenses awarded to Class Counsel within 15 bank days of the Effective Date and after receipt of the W-9 information of the Class Counsel by transmitting it to Class Counsel via check, ECF or wire.

2.6.3. To the Administrator. Rainbow shall bear sole responsibility for the Administration Expenses. Rainbow will cover all costs and fees charged by the Administrator and shall hold Plaintiffs and Class Counsel harmless, and indemnify Plaintiffs and Class Counsel, from any dispute or controversy regarding the Administration Expenses. In the event that the Court denies the Motion for Preliminary Approval or the Motion for Final Approval, Rainbow shall not be entitled to any credit or offset or any form of contribution whatsoever for Administration Expenses already expended.

3. RELEASE OF CLAIMS

Effective on the latter of: (1) Final Approval; or (2) the date by which Rainbow has made all payments required by paragraph 2.6 and fulfilled its repair or replacement obligations under paragraph 2.1, the following releases of claims shall become effective:

3.1. Plaintiff Jeremy Sher's Release and Promises. In consideration of the covenants, conditions and promises undertaken herein, and except for those obligations created by or arising out of this Settlement Agreement, Plaintiff Jeremy Sher does hereby release the Rainbow Released Parties from any and all claims, demands, contracts, expenses,

covenants, debts, attorneys' fees, costs, causes of action, damages, judgments, orders, and liabilities of whatever kind or nature at law, in equity, or otherwise, whether now known or unknown, suspected or unsuspected, accrued or unaccrued, asserted or unasserted, and whether or not concealed or hidden, which Plaintiff Jeremy Sher now owns or holds or has at any time heretofore owned or held against the Rainbow Released Parties. Plaintiff Jeremy Sher agrees he will not knowingly contact Rainbow Releasees. For purposes of Plaintiff's Jeremy Sher's Release, Plaintiff Jeremy Sher expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

3.2. Plaintiff Johanna Dominguez's Release. In consideration of the covenants, conditions and promises undertaken herein, and except for those obligations created by or arising out of this Settlement Agreement, Plaintiff Johanna Dominguez does hereby release the Rainbow Released Parties from any and all claims, demands, contracts, expenses, covenants, debts, attorneys' fees, costs, causes of action, damages, judgments, orders, and liabilities of whatever kind or nature at law, in equity, or otherwise, whether now known or unknown, suspected or unsuspected, accrued or unaccrued, asserted or unasserted, and whether or not concealed or hidden, which Plaintiff Johanna Dominguez now owns or holds or has at any time heretofore owned or held against the Rainbow Released Parties. For purposes of Plaintiff's Johanna Dominguez's Release, Plaintiff Johanna Dominguez expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

3.3. Release by Participating Class Members. 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.

3.4. Rainbow's Release. In consideration of the covenants, conditions and promises undertaken herein, and except for those obligations created by or arising out of this Settlement Agreement, Rainbow does hereby release Plaintiff Jeremy Sher and Plaintiff Johanna Dominguez and each of their respective heirs, agents, legal representatives, affiliates, assigns, and/or successors from any and all claims, demands, contracts, expenses, liens, covenants, debts, attorneys' fees, costs, causes of action, damages, judgments, orders, and liabilities of whatever kind or nature at law, in equity, or otherwise, whether now known or unknown, suspected or unsuspected, accrued or unaccrued, asserted or unasserted, and whether or not concealed or hidden, which the Rainbow now owns or holds or has at any time heretofore owned or held against Plaintiffs that in any way relates to, concerns, or arises out of the Action, including any allegations or claims that could have been asserted in the Action.

4. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

4.1. Declaration of the Administrator. Within 14 days of the full execution of this Agreement, Defense Counsel shall secure from the Administrator and provide to Class Counsel a signed declaration from the Administrator attaching its bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Warranty Denial Data; amounts of insurance coverage for any data breach; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel.

- 4.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel for review and reasonable comments all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv). In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 4.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement. In preparing the Motion for Preliminary Approval, Class Counsel shall consider reasonable comments by Defense Counsel on the Motion for Preliminary Approval; obtain a prompt hearing date for the Motion for Preliminary Approval; and appear in Court to advocate in favor of the Motion for Preliminary Approval. Defense Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 4.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting via videoconference or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting via videoconference or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.
- 4.5. Class and Warranty Denial Class Definition
- 4.5.1. The Parties agree that the Motion for Preliminary Approval will seek certification of the following Settlement Class: All individuals who between September 27, 2019, and the date an order granting preliminary approval of the settlement is entered by the Court, purchased Covered Sandals for personal, household, or family purposes.
- 4.5.2. The Parties agree that the Motion for Preliminary Approval will seek certification of the following Warranty Denial Class: all Class Members who between September

27, 2019, and the date of Preliminary Approval either: (1) submitted a Warranty Inquiry concerning a Manufacturing Defect in a Covered Sandal during the Sole Lifetime who were informed that it would likely 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.”

5. SETTLEMENT ADMINISTRATION

- 5.1. Selection of Administrator. The Parties have jointly selected Angeion Group to serve as the Administrator and verified that, as a condition of appointment, Angeion Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 5.2. Provision of Warranty Denial Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Rainbow will deliver the Warranty Denial Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Warranty Denial Data in confidence, use the Warranty Denial Data only for purposes of this Settlement and for no other purpose, and restrict access to the Warranty Denial Data to Administrator employees who need access to the Warranty Denial Data to effect and perform under this Agreement. Without any extension of the deadline by which Rainbow must send the Warranty Denial Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Warranty Denial Data.
- 5.3. Notice to Class Members.
- 5.3.1. Email Notice to Individuals Identified in the Warranty Denial Data. Using best efforts to perform as soon as possible, and in no event later than 15 days after receiving the Warranty Denial Data, the Administrator will send Email Notice to each individual whose email address is part of the Warranty Denial Data. If the email is not deliverable, the Administrator shall send postcard notice using available

address information. The Email Notice shall be in substantially the form of Exhibit 3 and shall include the web address of the Settlement Website and a telephone number for the Administrator, a description of the Class and Warranty Denial Class, a description of relief available to the Warranty Denial Class, a personalized URL, a statement of the deadline for submitting making a Claim, and an explanation of the right to object and/or opt-out of the Class and the deadlines to exercise these rights. The description of the relief available shall indicate that the recipient is entitled to elect, at no cost to them, between repair of their Covered Sandals or Replacement Sandals if they no longer have the Covered Sandals. The description of relief will inform Class Members that if they elect repair of their Covered Sandals and repair is not feasible, they will be provided with Replacement Sandals. The Pre-Populated Claim Form shall be submittable either online or via postal mail.

5.3.2. Notice by Publication. The Administrator shall publish notice substantially similar to the Email Notice in Exhibit 3 in USA Today California regional edition and on social media. Such publication notice shall run for a period of not less than one week. Such publication notice shall include the web address of the Settlement Website and a telephone number for the Administrator, a description of the Class, and a description of relief available to the Class. The parties agree that neither they nor their attorneys will issue press releases relating to this litigation or settlement. The obligation to ensure the Class receives notice consistent with due process rests exclusively with the Settlement Administrator.

5.3.3. Claimants Who Elect Repair. The Administrator shall provide any Claimant who is a member of the Warranty Denial Class who elects repair of their Covered Sandals with a prepaid, preaddressed mailing labeling and instructions for submitting their Covered Sandals to Rainbow for repair.

5.3.4. Claims by Class Members Not Identified in the Warranty Denial Data. For any Claim submitted on a Blank Claim Form by a Class Member not identified in the Warranty Denial Data, the Administrator shall request proof of the Class Member's identity, proof of purchase, identity of the Covered Sandal, date of purchase, the timing of the Class Member's Warranty Claim, and documentation related to the denial. If the Administrator determines that Class Member is a member

of the Warranty Denial Class, then the Administrator shall simultaneously inform Rainbow and Class Counsel of that person's identity, including email address, proof of purchase, identity of the Covered Sandal, date of purchase, the timing of the Class Member's Warranty Claim, and documentation related to the denial. Rainbow shall have 30 days to present any argument to the Administrator disputing that the person is a member of the Warranty Denial Class. Class Counsel shall then have 15 days to present any argument to the Administrator supporting that person's inclusion in the Warranty Denial Class. These deadlines may be extended for up to 30 days without Court approval upon agreement of the Parties or by order of the Court. The Administrator, upon consideration of the arguments from Rainbow and Class Counsel, shall determine whether that person is a Class Member and, if so, whether that person is a member of the Warranty Denial Class. If the Administrator determines that the Class Member has not established their membership in the Warranty Denial Class then it shall promptly inform the Class Member of this determination. If the Administrator determines that the Class Member has established their membership in the Warranty Denial Class, then it shall promptly inform the Class Member of this determination and provide a prepaid, preaddressed mailing label and instructions for submitting their Covered Sandals to Rainbow for repair. Class Members who submit their claim on a Blank Claim Form shall be required to provide their Covered Sandals to Rainbow as a condition for the Settlement Relief in Section 2.1. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge.

5.4. Requests for Exclusion (Opt-Outs).

5.4.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice. 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 by the Response Deadline.

5.4.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

5.4.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Settlement Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 3.3 of this Settlement Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

5.4.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not have the right to object to the class action components of the Settlement.

5.5. Objections to Settlement.

5.5.1. Only Participating Class Members may object to the class action components of the Settlement and/or this 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.

5.5.2. Participating Class Members may send written objections to the Administrator, by mail. 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 must do so not later than 60 days after the Administrator's emailing of the Class Notice.

5.5.3. An objection to the settlement must include the following: (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; the name and case number of this class action; proof that the Objector is a Settlement Class Member; a brief but specific explanation of the basis of the objector's objections; and the objector's signature.

5.5.4. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

5.6. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

5.6.1. Settlement Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. The email address monitoring and maintenance of the toll-free telephone number shall extend at least 90 days after Final Approval.

5.6.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

5.6.3. List of Claim Form Submissions. The Administrator shall keep a running list of Class Members who have submitted a Blank Claim Form or a Pre-Populated Claim Form by the Claim Submission Deadline. For each submission, the

Administrator shall indicate whether it reflects a valid and non-fraudulent Claim. Within twenty-one (21) days of the Claim Submission Deadline, the Administrator shall provide the list of Claim Form Submissions to Class Counsel and Defense Counsel. The Administrator will supplement or clarify the list as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

5.6.4. Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its emailing of the Email Notice to individuals identified in the Warranty Denial Data, the number of emails returned as undelivered, its publication of notice as required by paragraph 5.3.2, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections it received. The declaration shall attach and attach the Exclusion List and any objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6. MOTION FOR FINAL APPROVAL

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer via videoconference or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

6.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 6.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Litigation Expenses Payment and/or Administrator Expenses shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 6.3. Declaration of Defendant Following Final Approval. If the Court grants Final Approval, then within 120 days of Final Approval Defendant will submit a declaration to the Court if requested by the Court including a list of Class Members *in camera* or under seal to protect the privacy of Class Members who received Replacement Sandals or had their Covered Sandals repaired pursuant to this Settlement Agreement.
- 6.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 6.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Litigation Expenses Payment reflected set forth in this Settlement, the Parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 6.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a

material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

7. ADDITIONAL PROVISIONS

- 7.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Rainbow that any of the allegations in the First Amended Class Action Complaint have merit or that Rainbow has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Rainbow's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Rainbow reserves the right to contest certification of any class for any reasons, and Rainbow reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Rainbow's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Settlement Agreement).
- 7.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 7.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the

Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 7.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Rainbow, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 7.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 7.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 7.7. No Tax Advice. Neither Plaintiffs, Class Counsel, Rainbow nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. All taxes imposed as a result of the existence of this Agreement or the performance hereunder shall be paid by the party required to do so by applicable law. Plaintiffs and Class Counsel represent and warrant that they have not relied upon any of the Rainbow Releasees for any tax advice regarding taxability or the tax status of any payment made hereunder.
- 7.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 7.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 7.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 7.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 7.12. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action relating to the confidentiality of information shall survive the execution of this Agreement.
- 7.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 7.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 7.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing via both email and U.S. Postal Mail and shall be deemed to have been duly given as of the seventh business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Cyclone Covey
cyclone@kneuppercovey.com
KNEUPPER & COVEY, PC
11720 Amber Park Dr, Ste 160, PMB 1271,
Alpharetta, GA 30009
Tel: 678-928-6806

Kevin Kneupper
kevin@kneuppercovey.com
KNEUPPER & COVEY, PC
17011 Beach Blvd Ste 900
Huntington Beach, CA 92647

A. Lorraine Weekes
lorraine@kneuppercovey.com
KNEUPPER & COVEY, PC
17011 Beach Blvd Ste 900
Huntington Beach, CA 92647

To Rainbow:

Sascha Henry
shenry@sheppardmullin.com
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
350 S Grand Ave
Los Angeles, CA 90071

7.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

7.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated:

11/11/2025

Jeremy Sher



Plaintiff Jeremy Sher

Dated:

For Rainbow Sandals Inc.

Dated:

11/10/2025

Johanna Dominguez



Plaintiff Johanna Dominguez

A. Lorraine Weekes
lorraine@kneuppercovey.com
KNEUPPER & COVEY, PC
17011 Beach Blvd Ste 900
Huntington Beach, CA 92647

To Rainbow:

Sascha Henry
shenry@sheppardmullin.com
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
350 S Grand Ave
Los Angeles, CA 90071

7.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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Dated:

11/11/2025

Jeremy Sher



Plaintiff Jeremy Sher

Dated:

For Rainbow Sandals Inc.

Dated:

11/10/2025

Johanna Dominguez



Plaintiff Johanna Dominguez

A. Lorraine Weekes
lorraine@kneuppercovey.com
KNEUPPER & COVEY, PC
17011 Beach Blvd Ste 900
Huntington Beach, CA 92647

To Rainbow:

Sascha Henry
shenry@sheppardmullin.com
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
350 S Grand Ave
Los Angeles, CA 90071

7.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

7.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated:

Dated:

Plaintiff Jeremy Sher

Dated:

Plaintiff Johanna Dominguez

11/7/2025

For Rainbow Sandals Inc.

**AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT
DATED AS OF NOVEMBER 12, 2025**

WHEREAS, a Class Action Settlement Agreement (“Agreement”) was entered into by and between plaintiffs Jeremy Sher and Johanna Dominguez (“Plaintiffs”) and defendant Rainbow Sandals, Inc. (“Rainbow”) (collectively, the “Parties”), with the last signature dated November 12, 2025. Capitalized terms used herein shall have the same meaning as the Capitalized terms set forth in the Agreement.

WHEREAS, attached as Exhibits 2 and 3 to the Agreement are the forms of the Long-form Class Notice and Email Notice which collectively comprise the Class Notice as defined in Section 1.12 of the Agreement.

WHEREAS, the Parties agree that the Class Notice as shown in Exhibits 2 and 3 reflect the Parties’ intentions as to the Agreement, including the Settlement Relief, Release of Claims and Settlement Administration as set forth in Sections 2, 3 and 5, respectively, of the Agreement;

WHEREAS, to avoid any ambiguity, the parties hereby amend the Agreement as follows:

Section 1.11 is amended to read: “Class Member” or “Settlement Class Member” means a member of the Class and/or Warranty Denial Class, as either a Participating Class Member or a Non-Participating Class Member.

Dated:

Plaintiff Jeremy Sher

Dated:

_____ *Jay R. Taylor* 2.2.26

_____ For Rainbow Sandals Inc.

Dated:

Plaintiff Johanna Dominguez

**AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT
DATED AS OF NOVEMBER 12, 2025**

WHEREAS, a Class Action Settlement Agreement (“Agreement”) was entered into by and between plaintiffs Jeremy Sher and Johanna Dominguez (“Plaintiffs”) and defendant Rainbow Sandals, Inc. (“Rainbow”) (collectively, the “Parties”), with the last signature dated November 12, 2025. Capitalized terms used herein shall have the same meaning as the Capitalized terms set forth in the Agreement.

WHEREAS, attached as Exhibits 2 and 3 to the Agreement are the forms of the Long-form Class Notice and Email Notice which collectively comprise the Class Notice as defined in Section 1.12 of the Agreement.

WHEREAS, the Parties agree that the Class Notice as shown in Exhibits 2 and 3 reflect the Parties’ intentions as to the Agreement, including the Settlement Relief, Release of Claims and Settlement Administration as set forth in Sections 2, 3 and 5, respectively, of the Agreement;

WHEREAS, to avoid any ambiguity, the parties hereby amend the Agreement as follows:

Section 1.11 is amended to read: “Class Member” or “Settlement Class Member” means a member of the Class and/or Warranty Denial Class, as either a Participating Class Member or a Non-Participating Class Member.

Dated:

Dated:

Plaintiff Jeremy Sher

For Rainbow Sandals Inc.

Dated: 01/06/2026

Johanna Dominguez



Plaintiff Johanna Dominguez

**AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT
DATED AS OF NOVEMBER 12, 2025**

WHEREAS, a Class Action Settlement Agreement (“Agreement”) was entered into by and between plaintiffs Jeremy Sher and Johanna Dominguez (“Plaintiffs”) and defendant Rainbow Sandals, Inc. (“Rainbow”) (collectively, the “Parties”), with the last signature dated November 12, 2025. Capitalized terms used herein shall have the same meaning as the Capitalized terms set forth in the Agreement.

WHEREAS, attached as Exhibits 2 and 3 to the Agreement are the forms of the Long-form Class Notice and Email Notice which collectively comprise the Class Notice as defined in Section 1.12 of the Agreement.

WHEREAS, the Parties agree that the Class Notice as shown in Exhibits 2 and 3 reflect the Parties’ intentions as to the Agreement, including the Settlement Relief, Release of Claims and Settlement Administration as set forth in Sections 2, 3 and 5, respectively, of the Agreement;

WHEREAS, to avoid any ambiguity, the parties hereby amend the Agreement as follows:

Section 1.11 is amended to read: “Class Member” or “Settlement Class Member” means a member of the Class and/or Warranty Denial Class, as either a Participating Class Member or a Non-Participating Class Member.

Dated: 01/07/2026




Plaintiff Jeremy Sher

Dated:

_____ For Rainbow Sandals Inc.

Dated:

Plaintiff Johanna Dominguez

**AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT
DATED AS OF NOVEMBER 12, 2025**

WHEREAS, a Class Action Settlement Agreement (“Agreement”) was entered into by and between plaintiffs Jeremy Sher and Johanna Dominguez (“Plaintiffs”) and defendant Rainbow Sandals, Inc. (“Rainbow”) (collectively, the “Parties”), with the last signature dated November 12, 2025. Capitalized terms used herein shall have the same meaning as the Capitalized terms set forth in the Agreement.

WHEREAS, attached as Exhibits 2 and 3 to the Agreement are the forms of the Long-form Class Notice and Email Notice which collectively comprise the Class Notice as defined in Section 1.12 of the Agreement.

WHEREAS, the Parties agree that the Class Notice as shown in Exhibits 2 and 3 reflect the Parties’ intentions as to the Agreement, including the Settlement Relief, Release of Claims and Settlement Administration as set forth in Sections 2, 3 and 5, respectively, of the Agreement;

WHEREAS, to avoid any ambiguity, the parties hereby amend the Agreement as follows:

Section 1.11 is amended to read: “Class Member” or “Settlement Class Member” means a member of the Class and/or Warranty Denial Class, as either a Participating Class Member or a Non-Participating Class Member.

Dated:

Plaintiff Jeremy Sher

Dated:

_____ *Jay R. Taylor* 2.2.26

_____ For Rainbow Sandals Inc.

Dated:

Plaintiff Johanna Dominguez

**AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT
DATED AS OF NOVEMBER 12, 2025**

WHEREAS, a Class Action Settlement Agreement (“Agreement”) was entered into by and between plaintiffs Jeremy Sher and Johanna Dominguez (“Plaintiffs”) and defendant Rainbow Sandals, Inc. (“Rainbow”) (collectively, the “Parties”), with the last signature dated November 12, 2025. Capitalized terms used herein shall have the same meaning as the Capitalized terms set forth in the Agreement.

WHEREAS, attached as Exhibits 2 and 3 to the Agreement are the forms of the Long-form Class Notice and Email Notice which collectively comprise the Class Notice as defined in Section 1.12 of the Agreement.

WHEREAS, the Parties agree that the Class Notice as shown in Exhibits 2 and 3 reflect the Parties’ intentions as to the Agreement, including the Settlement Relief, Release of Claims and Settlement Administration as set forth in Sections 2, 3 and 5, respectively, of the Agreement;

WHEREAS, to avoid any ambiguity, the parties hereby amend the Agreement as follows:

Section 1.11 is amended to read: “Class Member” or “Settlement Class Member” means a member of the Class and/or Warranty Denial Class, as either a Participating Class Member or a Non-Participating Class Member.

Dated:

Dated:

Plaintiff Jeremy Sher

For Rainbow Sandals Inc.

Dated: 01/06/2026

Johanna Dominguez



Johanna Dominguez

**AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT
DATED AS OF NOVEMBER 12, 2025**

WHEREAS, a Class Action Settlement Agreement (“Agreement”) was entered into by and between plaintiffs Jeremy Sher and Johanna Dominguez (“Plaintiffs”) and defendant Rainbow Sandals, Inc. (“Rainbow”) (collectively, the “Parties”), with the last signature dated November 12, 2025. Capitalized terms used herein shall have the same meaning as the Capitalized terms set forth in the Agreement.

WHEREAS, attached as Exhibits 2 and 3 to the Agreement are the forms of the Long-form Class Notice and Email Notice which collectively comprise the Class Notice as defined in Section 1.12 of the Agreement.

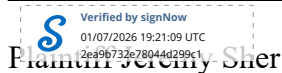
WHEREAS, the Parties agree that the Class Notice as shown in Exhibits 2 and 3 reflect the Parties’ intentions as to the Agreement, including the Settlement Relief, Release of Claims and Settlement Administration as set forth in Sections 2, 3 and 5, respectively, of the Agreement;

WHEREAS, to avoid any ambiguity, the parties hereby amend the Agreement as follows:

Section 1.11 is amended to read: “Class Member” or “Settlement Class Member” means a member of the Class and/or Warranty Denial Class, as either a Participating Class Member or a Non-Participating Class Member.

Dated: 01/07/2026




Plaintiff Jeremy Sher

Dated:

For Rainbow Sandals Inc.

Dated:

Plaintiff Johanna Dominguez

**SECOND AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT
DATED AS OF NOVEMBER 12, 2025**

WHEREAS, a Class Action Settlement Agreement was entered into by and between plaintiffs Jeremy Sher and Johanna Dominguez (“Plaintiffs”) and defendant Rainbow Sandals, Inc. (“Rainbow”) (collectively, the “Parties”), with the last signature dated November 12, 2025, and was amended on about January 7, 2026 by the Amendment to Class Action Settlement Agreement Dated as of November 12, 2025 (together, the “Agreement”);

WHEREAS, counsel for the Parties attended a hearing on plaintiff’s Motion for Preliminary Approval on May 4, 2026, during which the court requested that the parties address certain issues, including edits to blank claim form and the forms of notice;

WHEREAS, the Court requested that counsel for the Parties sign the Agreement, and they do so here;

WHEREAS, the parties have revised the blank claim form and forms of notice and they are attached hereto as Exhibits 1a, 2a, 3a and 4a, thereby replacing and superseding Exhibits 1 through 3 to the Agreement and adding the postcard notice as Exhibit 4a;

WHEREAS, the capitalized terms used herein shall have the same meaning as the capitalized terms set forth in the Agreement;

WHEREAS, the Parties hereby amend the Agreement as follows:

1. Section 1.4 is hereby amended by replacing “Exhibit 1” with “Exhibit 1a.”
2. Section 1.12 is hereby amended by replacing “the Long-form Class Notice and Email Notice, substantially in the forms of the attached Exhibits 2 and 3” with “the Long-form Class Notice, Email Notice, and Postcard Notice in the forms of the attached Exhibits 2a, 3a, and 4a.”
3. Section 1.31 is hereby amended by replacing “Exhibit 1” with “Exhibit 1a.”
4. Section 1.6 is hereby amended by replacing "sixty (60) days after the latter of: (1) the dissemination of the email notice required by paragraph 5.3.1; or (2) the last day on which the publication notice required by paragraph 5.3.2 appeared" with "the Response Deadline."
5. Section 1.26 is hereby amended by replacing “the Administrator shall commence dissemination of the Class Notice” with “the Administrator shall commence the publication notice required by Section 5.3.2.”
6. Section 1.37 is hereby amended by replacing:

“60 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, (b) mail his or her Objection to the Settlement, or (c) in the case of Warranty Denial Class Members, submit a Claim”

with

“90 days from the order granting Preliminary Approval, and shall be the last date on which Class Members may: (a) mail or submit through the website portal the Requests for Exclusion from the

Settlement, (b) mail or submit through the website portal his or her Objection to the Settlement, or (c) in the case of Warranty Denial Class Members, mail or submit through the website portal a Claim.”

7. Section 2.4 is hereby amended by replacing “manufactures to causes to be manufactured” with “manufactures or causes to be manufactured”.

8. Section 5.3.1 is hereby amended by replacing “postcard notice” with “postcard notice substantially in the form of Exhibit 4a within 15 days of notice that the email is not deliverable”.

9. Section 5.3.1 is hereby amended by replacing “Exhibit 3” with “Exhibit 3a” and by replacing “in no event later than 15 days after receiving the Warranty Denial Data” with “in no event later than the Notice Date.”

10. Section 5.3.2 is hereby amended by deleting “in USA Today California regional edition and”.

11. Section 5.3.2 is hereby amended by replacing “Exhibit 3” with “Exhibit 3a.”

12. Section 5.5.2 is hereby amended by replacing “send written objections to the Administrator, by mail” with “send written objections to the Administrator, by mail or through the website portal”.

13. Section 5.5.2 is further hereby amended by replacing: “not later than 60 days after the Administrator's emailing of the Class Notice” with “not later than the Response Deadline.”

14. Section 5.4.1 is hereby amended by replacing:

“by mail a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice.”

with

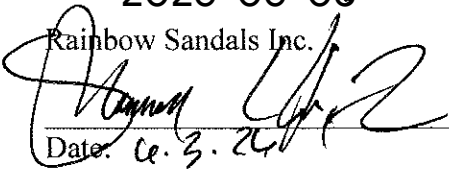
“by mail or submit through the website portal a signed written Request for Exclusion.”

Jeremy Sher



Date: 2026-06-03

Rainbow Sandals Inc.



Date: 6.3.26

APPROVED AS TO FORM:

Kneupper & Covey PC



Date: 2026-06-04

Johanna Dominguez



Date: 2026-06-04

APPROVED AS TO FORM:

Sheppard, Mullin, Richter & Hampton LLP



Date: 6/3/2026

Audit trail

Details

FILE NAME	Second Amendment to Class Action Settlement Agreement
STATUS	Signed
STATUS TIMESTAMP	2026/06/04 14:00:56 UTC

Activity

 SENT	lorraine@kneuppercovey.com sent a signature request to: - Johanna C Dominguez-Limpach (johannacdominguez@gmail.com) - Jeremy Sher (jeremysher86@gmail.com)	2026/06/04 00:47:19 UTC
 SIGNED	Signed by Jeremy Sher (jeremysher86@gmail.com)	2026/06/04 00:58:13 UTC
 SIGNED	Signed by Johanna C Dominguez-Limpach (johannacdominguez@gmail.com)	2026/06/04 14:00:56 UTC
 COMPLETED	This document has been signed by all signers and is complete	2026/06/04 14:00:56 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.

Audit trail

Details

FILE NAME	Second Amendment to Class Action Settlement Agreement - 6/4/26, 12:18 PM.pdf
STATUS	● Signed
STATUS TIMESTAMP	2026/06/04 16:19:09 UTC

Activity

 SENT	lorraine@kneuppercovey.com sent a signature request to: A. Lorraine Weekes (lorraine@kneuppercovey.com)	2026/06/04 16:18:29 UTC
 SIGNED	Signed by A. Lorraine Weekes (lorraine@kneuppercovey.com)	2026/06/04 16:19:09 UTC
 COMPLETED	This document has been signed by all signers and is complete	2026/06/04 16:19:09 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.

EXHIBIT 1a

**Your claim must
be submitted
online or
postmarked by:
[DEADLINE]**

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

RSI-CLAIM

GENERAL INSTRUCTIONS

Warranty Denial Class Members are eligible to submit a claim to have their **Covered Sandal** repaired or replaced. Claims can be submitted online at www.CoveredSandalSettlement.com or by completing and mailing this Claim Form to the Settlement Administrator with a postmark date on or before **DEADLINE DATE**.

The **Warranty Denial Class** includes all Class Members who between September 27, 2019, and **the date of Preliminary Approval** 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.

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 Braidy; 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.

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.

SUBMITTING YOUR CLAIM FORM

Mail your completed Claim Form to:

Rainbow Sandals Warranty Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

QUESTIONS? VISIT www.CoveredSandalSettlement.com OR CALL TOLL-FREE 1-XXX-XXX-XXXX

**Your claim must
be submitted
online or
postmarked by:
[DEADLINE]**

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

RSI-CLAIM

I. SETTLEMENT CLASS MEMBER CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Notice ID (provided on the email or mailed notice)

II. SETTLEMENT RELIEF

☐ **Repair Option.** Check this box if you wish to have your pair of Covered Sandals repaired. After the Settlement is approved and becomes final, eligible Claimants who select the Repair option will be provided with a prepaid, preaddressed mailing label and instructions for submitting their Covered Sandals to Rainbow for repair.

☐ **Replacement Option.** Check this box if you wish to have your pair of Covered Sandals replaced. After the Settlement is approved and becomes final, eligible Claimants who select the Replacement option will be provided with a pair of Replacement Sandals.

Provide the style of Covered Sandal you are seeking to have replaced: _____

Provide the size of your Covered Sandal: _____

III. CERTIFICATION

I swear and affirm under penalty of perjury that I am a Warranty Denial Class Member, and the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

QUESTIONS? VISIT www.CoveredSandalSettlement.com OR CALL TOLL-FREE 1-XXX-XXX-XXXX

EXHIBIT 2a

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 **preliminary approval date**, 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 **the date of Preliminary Approval** 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FORM DEADLINE: DATE	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.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: DATE	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. If you exclude yourself, you will give up the right to receive repair or replacement of your Covered Sandal from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: DATE	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. If you object, you may also file a Claim Form to receive Settlement relief.
GO TO THE FINAL APPROVAL HEARING ON DATE	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.
DO NOTHING	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 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

Questions? Visit www.CoveredSandalSettlement.com or call toll-free **1-XXX-XXX-XXXX.**

sue the Rainbow Released Parties for the claims this Settlement resolves.

- 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.

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 or call toll-free 1-XXX-XXX-XXXX.

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 the date an order granting preliminary approval of the settlement is entered by the Court, 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 the date of Preliminary Approval 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.

Questions? Visit www.CoveredSandalSettlement.com or call toll-free 1-XXX-XXX-XXXX.

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

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 or call toll-free 1-XXX-XXX-XXXX. You may also email the Settlement Administrator at EMAIL.

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.

Questions? Visit www.CoveredSandalSettlement.com or call toll-free 1-XXX-XXX-XXXX.

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 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.

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.

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 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 **DATE**. Claim Forms submitted by mail must be postmarked no later than **DATE**.

Class members can also request a Claim Form by calling toll-free 1-**XXX-XXX-XXXX** 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: **EMAIL**

12. Where do I send my completed Claim Form?

Questions? Visit www.CoveredSandalSettlement.com or call toll-free 1-XXX-XXX-XXXX**.**

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 **DATE**.

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 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 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 **DEADLINE**. 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 by **DEADLINE**.

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

Questions? Visit www.CoveredSandalSettlement.com or call toll-free 1-XXX-XXX-XXXX.

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

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. 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 **DEADLINE**.

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.

Questions? Visit www.CoveredSandalSettlement.com or call toll-free 1-XXX-XXX-XXXX.

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 **DATE & TIME** in Courtroom **X**, located at **ADDRESS**.

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 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. 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: **Email Address**

**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 or call toll-free **1-XXX-XXX-XXXX**.

EXHIBIT 3a

Sher et al. v. Rainbow Sandals, Inc.

Case No. 23STCV23449

Superior Court of California for the County of Los Angeles

From Email Address: <<Settlement Administrator Email Address>>

From Email Name: Rainbow Sandals Warranty Settlement Administrator

Subject Line: Notice of Proposed Class Action Settlement – Sher v. Rainbow Sandals, Inc.

<<Settlement Class Member Name>>

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

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 in a Class action lawsuit against Rainbow Sandals, Inc. (“Rainbow”). The lawsuit claims that Rainbow improperly denied and discouraged warranty claims for sandals with manufacturing defects. The case is known as *Sher et al. v. Rainbow Sandals, Inc.*, Case No. 23STCV23449 (Cal. Super. Ct.). Rainbow has agreed to this settlement to provide its customers with warranty coverage rather than spend money on litigation.

Visit www.CoveredSandalSettlement.com for complete information about the Settlement.

Who is Included in the Settlement? The Class includes all individuals who between September 27, 2019, and **the date of Preliminary Approval**, purchased one or more pairs of sandals covered by the Rainbow Guarantee for personal, household, or family purposes. You can get more information about which sandals are covered by the Rainbow Guarantee at www.CoveredSandalSettlement.com. The **Warranty Denial Class** includes all Class Members who between September 27, 2019, and **the date of Preliminary Approval** either: (1) submitted a Warranty Inquiry concerning a Manufacturing Defect in a Covered Sandal during the Sole Lifetime and 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.

You have been identified by Rainbow as a possible Warranty Denial Class Member and may be eligible to submit a claim for either the repair or replacement of your Covered Sandal.

What does the Settlement Provide? The Settlement provides for the repair or replacement of Rainbow-Guarantee-covered sandals for those Warranty Denial Class Members who submit a valid and timely claim. Rainbow has also agreed that it will not deny Warranty Claims for Manufacturing Defects on the basis that sandals covered by the Rainbow Guarantee exhibit Wear

and Tear, and will 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.” 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 each for each of the two Class Representatives”

For a full description of the Settlement Relief, please visit www.CoveredSandalSettlement.com.

What am I giving up to receive a benefit from the Settlement or stay in the Class?: Unless you exclude yourself, you are choosing to remain in the Settlement and be a Participating Class Member. 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.

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.

How To Get Benefits: If you are a Warranty Denial Class Member, visit www.CoveredSandalSettlement.com to obtain further information and submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **DATE**, or submitted by mail postmarked no later than **DATE**.

SUBMIT YOUR CLAIM

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DEADLINE**. If you do not exclude yourself, you will release any claims you may have against Rainbow related to legal claims resolved by this Settlement, as more fully described in the Settlement Agreement, available at www.CoveredSandalSettlement.com. If you do not exclude yourself, you may also **object** to the Settlement by **DEADLINE**. Please visit www.CoveredSandalSettlement.com for complete details on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You. The Court has appointed Kneupper & Covey PC as Class Counsel to represent you and all Class Members. You do not have to pay Class Counsel anything. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you.

The Final Approval Hearing: The Court has scheduled a hearing for **DATE/TIME** at **ADDRESS**, to consider whether to approve the Settlement, Service Awards, Attorneys’ Fees and Litigation Expenses, as well as any objections. You or your attorney may request to appear at the hearing, but

you are not required to do so. The date or time of the hearing may change, so please check **WEBSITE** for updates.

This Notice is only a Summary.

**For complete information, please visit www.CoveredSandalSettlement.com or call toll-free 1-
XXX-XXX-XXXX.**

Unsubscribe

EXHIBIT 4a

**Notice of Proposed Class
Action Settlement**

**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.*

**This Notice is only a
Summary.**
For additional information,
please visit [www.](http://www.CoveredSandalSettlement.com)
[CoveredSandalSettlement.](http://www.CoveredSandalSettlement.com)
com or call toll-free 1-XXX-
XXX-XXXX.

Rainbow Sandals Warranty Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

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