

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

CIVIL ACTION NO. 07-CV-02351-PAB-KLM (CONSOLIDATED WITH: CIVIL ACTION  
NO. 07-CV-02412-MSK, 07-CV-02454-EWN, 07-CV-02465-WYD, AND 07-CV-02469-DME)

IN RE CROCS, INC., SECURITIES LITIGATION

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**NOTICE OF PENDENCY AND  
PROPOSED PARTIAL SETTLEMENT OF CLASS ACTION**

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***IF YOU PURCHASED OR ACQUIRED CROCS, INC. PUBLICLY TRADED SECURITIES BETWEEN APRIL 2, 2007 AND APRIL 14, 2008, INCLUSIVE, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT AND YOUR RIGHTS MAY BE AFFECTED.***

A federal court authorized this Notice. This is not a solicitation from a lawyer. You should read this Notice carefully.

**Securities and Time Period:** Publicly traded securities of Crocs, Inc. ("Crocs") purchased or acquired between April 2, 2007 and April 14, 2008, inclusive ("Settlement Class Period").

**Settlement Fund:** \$10,000,000 in cash. Your recovery will depend on the number and type of Crocs securities you purchased or acquired between April 2, 2007 and April 14, 2008, inclusive, and the timing of your purchases, acquisitions, and any sales. Depending on the number and type of eligible securities that participate in the Settlement and when those securities were purchased and sold, the estimated average recovery per share of common stock will be approximately \$0.13 before deduction of Court-approved fees and expenses.

**Settlement Class:** The Court has preliminarily certified a Settlement Class of all Persons who purchased or otherwise acquired publicly traded Crocs securities between April 2, 2007 and April 14, 2008, inclusive. Excluded from the Settlement Class are Defendants, their officers and directors during the Settlement Class Period, the members of their immediate families, and their respective representatives, heirs, successors, and assigns, as well as any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class are those Persons who otherwise satisfy the above requirements for membership in the Settlement Class, but who timely and validly request exclusion from the Settlement Class pursuant to this Notice.

**Reasons for Settlement:** Avoids the costs and risks associated with continued litigation, including the danger of no recovery for Settlement Class Members, and provides a benefit to the Settlement Class now.

**If the Case Had Not Settled:** The Settlement must be compared to the risk of no recovery in light of the fact that the Action was dismissed with prejudice by the Court and any recovery was dependent on the success of the appeal of that dismissal and a reversal and remand to the trial court. Moreover, even if Plaintiffs were successful on appeal, they would still have faced hotly contested pretrial motions, a trial, and likely further appeals. A trial is a risky proposition and the Plaintiffs might not have prevailed. The claims in this case involve numerous complex legal and factual issues that would require extensive and costly expert testimony. Among the many key issues about which the two sides do not agree are: (1) whether any of the Settling Defendants violated the securities laws or otherwise engaged in any wrongdoing; (2) whether the facts that the Plaintiffs allege the Settling Defendants did not disclose were material; (3) whether the statements by the Settling Defendants were false, misleading, or otherwise actionable under the federal securities laws; (4) whether the facts alleged by Plaintiffs influenced the trading prices of Crocs securities during the relevant period; (5) the method for determining whether Crocs securities were artificially inflated during the relevant period; (6) the amount (if any) of such inflation; and (7) the amount of damages (if any) that could be recovered at trial.

**Attorneys' Fees and Expenses:** Plaintiffs' Counsel have not received any payment for their work investigating the facts, conducting this litigation, or negotiating the Settlement on behalf of the Plaintiffs and the Settlement Class. Plaintiffs' Counsel will ask the Court for attorneys' fees of 33 1/3% of the Settlement Fund, plus reimbursement of out-of-pocket litigation expenses up to \$250,000.00 and interest on those amounts, as well as hourly attorneys' fees incurred solely in connection with administering the Settlement, to be paid from the Settlement Fund. If the above amounts are requested and approved by the Court, the average cost per share of common stock will be approximately \$0.047, making the estimated recovery per share after fees and expenses \$0.083.

**Deadlines:**

Submit Claim: December 26, 2013  
Request Exclusion: November 26, 2013  
File Objection: November 26, 2013

**Court Hearing On Fairness of Settlement:** February 13, 2014

**More Information:** [www.gcginc.com/cases/CrocsSecuritiesLitigation](http://www.gcginc.com/cases/CrocsSecuritiesLitigation) or:

**Claims Administrator:**

**Crocs Securities Litigation**

Claims Administrator  
c/o GCG  
PO Box 9889  
Dublin, OH 43017-5789  
(888) 331-9141

**Plaintiffs' Counsel:**

Charles J. Piven  
BROWER PIVEN  
A Professional Corporation  
1925 Old Valley Road  
Stevenson, MD 21153

- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:**

<b>SUBMIT A CLAIM FORM</b>	The only way to receive a payment.
<b>EXCLUDE YOURSELF</b>	Receive no payment. This is the only option that allows you to participate in another lawsuit against the Settling Defendants (or other Released Parties) relating to the claims being released in this case.
<b>OBJECT</b>	You may write to the Court if you do not like this Settlement.
<b>GO TO A HEARING</b>	You may ask to speak in Court about the fairness of the Settlement
<b>DO NOTHING</b>	Receive no payment.

- These rights and options — **and the deadlines to exercise them** — are explained in this Notice.
- The Court in charge of this case must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and, if there are any appeals, after appeals are resolved. Please be patient.

**BASIC INFORMATION**

**1. Why Did I Get This Notice Package?**

You or someone in your family may have purchased or acquired the publicly traded securities of Crocs between April 2, 2007 and April 14, 2008, inclusive.

The Court ordered that this Notice be sent to you because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the District of Colorado, and the case is known as *In re Crocs, Inc. Securities Litigation*, Case No. 07-cv-02351-PAB-KLM. The persons who sued are called the Plaintiffs, and the companies and the individuals they sued — Crocs, Inc., Ronald R. Snyder, Peter S. Case, Russell Hammer, John P. McCarvel, Scott Crutchfield, Michael E. Marks, Raymond D. Croghan, Michael E. Margolis, Richard L. Sharp, Thomas J. Smach, and Deloitte & Touche LLP — are called the Defendants. All of the Defendants except Deloitte & Touche LLP have agreed to settle the claims made in this case and are called the Settling Defendants. Deloitte & Touche LLP has not agreed to settle the claims against it and the case will continue to proceed against Deloitte & Touche LLP.

**2. What Is This Lawsuit About?**

This case was brought as a class action alleging that between April 2, 2007 and April 14, 2008, inclusive, the Settling Defendants made certain materially false and misleading statements about Crocs' financial results, internal controls, and inventory accounting. Settling Defendants have denied and continue to deny that they did anything wrong.

**3. Why Is This a Class Action?**

In a class action, one or more people called class representatives sue on behalf of people who have similar claims. Here, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who timely and validly exclude themselves from the Settlement Class. Judge Philip A. Brimmer is in charge of this class action.

#### **4. Why Is There a Settlement?**

The Court did not decide in favor of the Plaintiffs or the Settling Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost and uncertainty of continued litigation, including a possible trial, and eligible Settlement Class Members who make valid claims will receive compensation. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

### **WHO IS IN THE SETTLEMENT**

To see if you will get money from this Settlement, you first have to determine if you are a Settlement Class Member.

#### **5. How Do I Know if I Am Part of the Settlement?**

The Settlement Class includes *all persons who purchased or otherwise acquired publicly traded securities of Crocs between April 2, 2007 and April 14, 2008, inclusive*, except those persons and entities that are excluded, as described below.

#### **6. What Are the Exceptions to Being Included?**

You are not a Settlement Class Member if you are:

- a Defendant;
- a director or officer of Crocs or Deloitte & Touche LLP during the Settlement Class Period;
- a member of the immediate family of any excluded party;
- an entity in which any excluded person has or had a controlling interest; or
- a legal representative, heir, successor, or assign of any excluded party.

If you sold Crocs securities between April 2, 2007 and April 14, 2008, inclusive, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you purchased or acquired Crocs securities between April 2, 2007 and April 14, 2008. You are also not a Settlement Class Member if you timely and validly exclude yourself from the Settlement Class pursuant to this Notice.

#### **7. I'm Still Not Sure if I Am Included in the Class Action.**

If you are still not sure whether you are included, you can ask for free help. You can call (888) 331-9141 for more information or you can fill out and return the claim form described in question 10, to see if you qualify.

### **THE SETTLEMENT BENEFITS — WHAT YOU GET**

#### **8. What Does the Settlement Provide?**

Settling Defendants have agreed to settle this case for \$10,000,000 in cash. The balance of the Settlement Fund, after payment of Court-approved attorneys' fees and expenses and the costs of claims administration, including the costs of printing and mailing this Notice and the cost of publishing newspaper notice (the "Net Settlement Fund"), will be divided proportionately among all eligible Settlement Class Members who send in valid claim forms.

#### **9. How Much Will My Payment Be?**

Your share of the Net Settlement Fund will depend on the number of valid claim forms that Settlement Class Members send in and the number and type of Crocs securities you purchased during the relevant period and when you bought and sold them. A claim will be calculated, subject to Court approval, under the following Plan of Allocation.

The Net Settlement Fund shall be distributed pursuant to the calculation of "Recognized Loss" as set forth in the Plan of Allocation described below. Only Settlement Class Members who submit a valid, timely, and complete Proof of Claim and Release ("Authorized Claimants"), and who have a Recognized Loss under the Plan of Allocation will receive a distribution from the Net Settlement Fund.

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's entire Recognized Loss. However, it is estimated by Plaintiffs' Counsel that the amount of the Net Settlement Fund will not be sufficient to permit payment of the total Recognized Loss of each Authorized Claimant. Accordingly, each Authorized Claimant shall be paid the percentage that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, any claims administrator, the Escrow Agents, or any agent designated by Plaintiffs' Counsel, any claims administrator, the Escrow Agent or any agent designated by Settling Defendants, Defendants' counsel, or their respective counsel, based on the investment or distributions made substantially in accordance with the Stipulation and the Settlement contained

herein, the Plan of Allocation, or further orders of the Court. The Settling Defendants and the other Released Parties shall have no responsibility for, or liability whatsoever with respect to, the Settlement Fund, the Escrow Agent, the Escrow Agent's actions, any transaction executed or approved by the Escrow Agent, or the Escrow Agent's administration of the Settlement Fund. All Settlement Class Members who have failed to file a complete, valid and timely Proof of Claim in this Settlement shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Settlement and Stipulation, including the terms of the Class Judgment entered and the releases given.

- I. For shares of Crocs common stock purchased or acquired between April 2, 2007 and October 31, 2007, inclusive, and held at the close of business on July 11, 2008, recognized loss per share is the **lesser** of:
  - A. \$34.69; **or**
  - B. The price paid less \$10.11.
- II. For shares of Crocs common stock purchased or acquired between April 2, 2007 and October 31, 2007, inclusive, and sold between April 15, 2008 and July 11, 2008, inclusive, recognized loss per share is the **lesser** of:
  - A. \$34.69;
  - B. The price paid less \$10.11;
  - C. The price paid less the price received; **or**
  - D. The price paid less the price in Table A on the date of sale.
- III. For shares of Crocs common stock purchased or acquired between April 2, 2007 and October 31, 2007, inclusive, and sold between January 30, 2008 and April 14, 2008, inclusive, recognized loss per share is the **lesser** of:
  - A. \$27.01; **or**
  - B. The price paid less \$47.74.
- IV. For shares of Crocs common stock purchased or acquired between April 2, 2007 and October 31, 2007, inclusive, and sold between November 1, 2007 and January 29, 2008, inclusive, recognized loss per share is the **lesser** of:
  - A. \$27.01;
  - B. The price paid less \$47.74; **or**
  - C. The price paid less the price received.
- V. For shares of Crocs common stock purchased or acquired between April 2, 2007 and October 31, 2007, inclusive, and sold on or before October 31, 2007, the recognized loss is \$0.
- VI. For shares of Crocs common stock purchased or acquired between November 1, 2007 and April 14, 2008, inclusive, and held at the close of business on July 11, 2008, recognized loss per share is the **lesser** of:
  - A. \$7.68; **or**
  - B. The price paid less \$10.11.
- VII. For shares of Crocs common stock purchased or acquired between November 1, 2007 and April 14, 2008, inclusive, and sold between April 15, 2008 and July 11, 2008, inclusive, recognized loss per share is the **lesser** of:
  - A. \$7.68;
  - B. The price paid less \$10.11;
  - C. The price paid less the price received; **or**
  - D. The price paid less the price in Table A on the date of sale.
- VIII. For shares of Crocs common stock purchased or acquired between November 1, 2007 and April 14, 2008, inclusive, and sold on or before April 14, 2008, the recognized loss is \$0.
- IX. For call contracts purchased between April 2, 2007 and October 31, 2007, inclusive, and held at the close of business on April 14, 2008, recognized loss per share covered by the contracts is the **lesser** of:
  - A. \$8.67; **or**
  - B. Twenty-five percent (25%) of the price paid for the contract less twenty-five percent (25%) of the price received on sale of the contract.

If the option contract expired worthless while still owned by the Authorized Claimant, the sales price shall be deemed to be Zero (\$0.00).

- X. For call contracts purchased between April 2, 2007 and October 31, 2007, inclusive, and sold between November 1, 2007 and April 14, 2008, inclusive, recognized loss per share covered by the contracts is the **lesser** of:
- A. \$6.75; **or**
  - B. Twenty-five percent (25%) of the price paid for the contract less twenty-five percent (25%) of the price received on sale of the contract.

If the option contract expired worthless while still owned by the Authorized Claimant, the sales price shall be deemed to be Zero (\$0.00).

- XI. For call contracts purchased between April 2, 2007 and October 31, 2007, inclusive, and sold on or before October 31, 2007, the recognized loss is \$0.
- XII. For call contracts purchased between November 1, 2007 and April 14, 2008, inclusive, and held at the close of business on April 14, 2008, recognized loss per share covered by the contracts is the **lesser** of:
- A. \$1.92;
  - B. Twenty-five percent (25%) of the price paid for the contract less twenty-five percent (25%) of the price received on sale of the contract.

If the option contract expired worthless while still owned by the Authorized Claimant, the sales price shall be deemed to be Zero (\$0.00).

- XIII. For call contracts purchased between November 1, 2007 and April 14, 2008, inclusive, and sold on or before April 14, 2008, the recognized loss is \$0.

Shares of Crocs common stock acquired during the Settlement Class Period through the exercise of a call option shall be treated as a purchase on the date of exercise for the exercise price plus the cost of the call option, and any Recognized Claim arising from such transaction shall be computed as provided for other purchases of Crocs common stock as set forth herein.

No Recognized Claim shall be calculated based upon the sale or writing of any call option that was subsequently repurchased

- XIV. For put contracts sold between April 2, 2007 and October 31, 2007, inclusive, and held at the close of business on April 14, 2008, recognized loss per share covered by the contracts is the **lesser** of:
- A. \$17.34; **or**
  - B. Fifty percent (50%) of the price paid for the contract less fifty percent (50%) of the price received on sale of the contract.

If the option contract expired worthless while still owned by the Authorized Claimant, the repurchase price shall be deemed to be Zero (\$0.00).

- XV. For put contracts sold between April 2, 2007 and October 31 2007, inclusive, and purchased between November 1, 2007 and April 14, 2008, inclusive, recognized loss per share covered by the contracts is the **lesser** of:
- A. \$13.50; **or**
  - B. Fifty percent (50%) of the price paid for the contract less fifty percent (50%) of the price received on sale of the contract.

If the option contract expired worthless while still owned by the Authorized Claimant, the repurchase price shall be deemed to be Zero (\$0.00).

- XVI. For put contracts sold between April 2, 2007 and October 31 2007, inclusive, and repurchased on or before October 31, 2007, the recognized loss is \$0.

- XVII. For put contracts sold between November 1, 2007 and April 14, 2008, inclusive, and held at the close of business on April 14, 2008, recognized loss per share covered by the contracts is the **lesser** of:
- A. \$3.84; **or**
  - B. Fifty percent (50%) of the price paid for the contract less fifty (50%) percent of the price received on sale of the contract.

If the option contract expired worthless while still owned by the Authorized Claimant, the repurchase price shall be deemed to be Zero (\$0.00).

**XVIII.** For put contracts sold between November 1, 2007 and April 14, 2008, inclusive, and repurchased on or before April 14, 2008, the recognized loss is \$0.

For put options that were sold or written during the Settlement Class Period, where the shares were “put” to the Authorized Claimant at any time, the Authorized Claimant’s Recognized Claim shall be calculated as a purchase of Crocs’ common stock as shown herein, and as if the sale of the put option was instead a purchase of Crocs’ common stock on the date of the sale or writing of the put option, and the “purchase price paid” shall be the strike price of the put option less the proceeds received from the sale of the put option.

No Recognized Claim shall be calculated based upon the sale of any put option that was previously purchased.

In calculating Recognized Loss, the following principles shall be applied:

- The total recovery payable to Authorized Claimants from transactions in call or put options shall not exceed ten percent (10%) of the Distribution Amount.
- Each Authorized Claimant shall be paid the percentage that each Authorized Claimant’s claim bears to the total of the claims of all Authorized Claimants.
- The date of purchase or sale of common stock is the “trade” date as distinguished from the date of settlement or any other date of receipt. The date of purchase of a call contract is the trade date as distinguished from the settlement date. The date of sale of a put contract is the trade date as distinguished from the settlement date.
- If you acquired shares by means of a gift, inheritance, or operation of law during the Settlement Class Period, such acquisitions do not qualify as the purchase of such shares on the date of such acquisition. If, however, such shares were purchased during the Settlement Class Period by the grantor, donor, decedent, or transferor, then as long as the original purchaser does not submit a Claim Form with respect to the same shares, the recipient’s Recognized Losses will be computed by using the price of such shares on the original trade date.
- For Settlement Class Members who held Crocs securities at the beginning of the Settlement Class Period or made multiple purchases or sales during the Settlement Class Period, the first-in, first-out (“FIFO”) method will be applied to such holdings, purchases, and sales for purposes of calculating a claim. Under the FIFO method, sales of securities during the Settlement Class Period will be matched, in chronological order, first against securities held at the beginning of the Settlement Class Period. The remaining sales of securities during the Settlement Class Period will then be matched, in chronological order, against securities purchased during the Settlement Class Period.
- A Settlement Class Member will be eligible to receive a distribution from the Net Settlement Fund only if a Settlement Class Member has a net Recognized Claim, after all profits from transactions in Crocs securities during the Settlement Class Period are subtracted from all losses. In addition, no distribution will be made unless the amount of the check is at least \$10.00.

The Recognized Claim formula (which is set forth herein) is not intended to be an estimate of the amount that a Settlement Class Member might have been able to recover after a trial; nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. Rather, the Recognized Claim formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants based upon several factors, including when a Settlement Class Member purchased Crocs securities during the Class Period, when or if a Settlement Class Member sold those Crocs securities, and Plaintiffs’ Counsel’s estimation, based on consultation with Plaintiffs’ experts, of the relative strengths and weaknesses of the Settlement Class claims and the impact of the alleged misconduct by the Settling Defendants on the price of Crocs’ securities at various times during the Settlement Class Period.

The payment you get will reflect your pro rata share of the Net Settlement Fund which will depend on the number of claims submitted under the Settlement. The number of claimants who send in claims varies widely from case to case and, therefore, it is not possible to accurately estimate what each claimant will receive on a per-share basis.

The Plan of Allocation is a matter separate and apart from the proposed settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Plan of Allocation may be modified in connection with, among other things, a ruling by the Court, or an objection filed by a Settlement Class Member, without further notice to the Settlement Class.

**Table A**

4/15/2008	10.11	5/7/2008	10.21	5/30/2008	10.59	6/23/2008	10.21
4/16/2008	9.92	5/8/2008	10.28	6/2/2008	10.57	6/24/2008	10.18
4/17/2008	10.02	5/9/2008	10.32	6/3/2008	10.55	6/25/2008	10.15
4/18/2008	10.07	5/12/2008	10.37	6/4/2008	10.54	6/26/2008	10.12
4/21/2008	10.13	5/13/2008	10.42	6/5/2008	10.52	6/27/2008	10.08
4/22/2008	10.09	5/14/2008	10.45	6/6/2008	10.51	6/30/2008	10.04
4/23/2008	10.03	5/15/2008	10.47	6/9/2008	10.47	7/1/2008	10.00
4/24/2008	10.08	5/16/2008	10.49	6/10/2008	10.43	7/2/2008	9.95
4/25/2008	10.12	5/19/2008	10.51	6/11/2008	10.40	7/3/2008	9.90
4/28/2008	10.17	5/20/2008	10.53	6/12/2008	10.37	7/7/2008	9.85
4/29/2008	10.21	5/21/2008	10.53	6/13/2008	10.35	7/8/2008	9.82
4/30/2008	10.21	5/22/2008	10.56	6/16/2008	10.33	7/9/2008	9.79
5/1/2008	10.22	5/23/2008	10.58	6/17/2008	10.31	7/10/2008	9.76
5/2/2008	10.25	5/27/2008	10.59	6/18/2008	10.29	7/11/2008	9.73
5/5/2008	10.24	5/28/2008	10.60	6/19/2008	10.27		
5/6/2008	10.22	5/29/2008	10.60	6/20/2008	10.24		

## HOW YOU GET A PAYMENT — SUBMITTING A CLAIM FORM

### 10. How Will I Get a Payment?

To qualify for payment, you must be an eligible Settlement Class Member and you must send in a timely and valid claim form. A claim form is enclosed with this Notice. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it postmarked no later than **December 26, 2013**.

### 11. When Will I Get My Payment?

The Court will hold a hearing on **February 13, 2014**, to decide whether to approve the Settlement. If Judge Brimmer approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps several years. Everyone who sends in a claim form will be informed of the determination with respect to their claim. Please be patient.

### 12. What Am I Giving Up to Get a Payment or Stay in the Settlement Class?

Unless you timely and validly exclude yourself, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendants (or other Released Parties) about the Released Claims in this case. It also means that all of the Court's orders will apply to you and legally bind you and you will release your claims in this case against the Settling Defendants and the other Released Parties. The terms of the release are included below and in the claim form that is enclosed.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue or continue to sue any of the Settling Defendants (or other Released Parties) on your own about the Released Claims in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself or is sometimes referred to as opting out of the Settlement Class.

**13. How Do I Get Out of the Settlement Class?**

To exclude yourself from the Settlement Class, you must send a letter by mail stating that you want to be excluded from *In re Crocs, Inc. Securities Litigation*, Case 07-cv-02351-PAB-KLM. You must include your name, address, telephone number, signature, the number and type of Crocs securities you purchased or acquired between April 2, 2007 and April 14, 2008, the number and type of securities sold during this time period, if any, and the dates of such purchases and sales. You must mail your exclusion request postmarked no later than **November 26, 2013** to:

Crocs Securities Litigation  
Claims Administrator  
c/o GCG  
Attn: Exclusions Department  
PO Box 9889  
Dublin, OH 43017-5789

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you are not eligible to get any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

**14. If I Do Not Exclude Myself, Can I Sue the Settling Defendants for the Same Thing Later?**

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants (and other Released Parties) for the Released Claims in this Settlement. If you have a pending lawsuit against any of the Settling Defendants (or other Released Parties), speak to your lawyer in that case immediately. Remember, the deadline to request exclusion from the Settlement Class is **November 26, 2013**.

**15. If I Exclude Myself, Can I Get Money from This Settlement?**

No. If you exclude yourself, do not send in a claim form. But, if you exclude yourself, you may be able to sue, continue to sue, or be part of a different lawsuit involving the Released Claims against any of the Settling Defendants (or other Released Parties).

**THE LAWYERS REPRESENTING YOU**

**16. Do I Have a Lawyer in This Case?**

The Court asked the law firms of Brower Piven, A Professional Corporation, and Zuckerman Spaeder LLP to represent you and other Settlement Class Members.

These lawyers, who have been appointed by the Court to represent the Settlement Class, are also referred to as Plaintiffs' Counsel. You will not be directly charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How Will the Lawyers Be Paid?**

Plaintiffs' Counsel will ask the Court for attorneys' fees of 33 1/3% of the Settlement Fund and for reimbursement of their out-of-pocket litigation expenses, which were advanced in connection with the Action. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Plaintiffs' Counsel have not been paid for their services for conducting this litigation on behalf of the Plaintiffs and the Settlement Class nor for their out-of-pocket expenses. The fee requested will compensate Plaintiffs' Counsel for their work in achieving the Settlement Fund and is within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court will decide what is a reasonable fee award and may award less than the amount requested by Plaintiffs' Counsel.

Plaintiffs' Counsel will also request reimbursement of expenses for administration of the Settlement including the costs associated with notice and the fees and expenses of the claims administrator, as well as hourly attorneys' fees incurred solely in connection with administering the Settlement. Those amounts will be requested before distribution of the Net Settlement Fund to Settlement Class Members. Again, such sums as may be approved by the Court will be paid from the Settlement Fund.

**OBJECTING TO THE SETTLEMENT, PLAN OF ALLOCATION AND REQUEST  
FOR ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES**

You can tell the Court that you do not agree with the Settlement or some part of it.

**18. How Do I Tell the Court that I Do Not Like the Class Action Settlement, the Plan of Allocation or the Request for Attorneys' Fees and/or Reimbursement of Expenses?**

If you are a Settlement Class Member, you can object to the proposed Settlement, the proposed Plan of Allocation and/or Plaintiffs' Counsel's request for an award of attorneys' fees and/or reimbursement of expenses. To object, you must send a letter saying that you object to the Settlement in *In re Crocs, Inc. Securities Litigation*, Case No. 07-cv-02351-PAB-KLM. Be sure to include your name, address, telephone number, signature, whether you intend to appear to be heard at the Settlement Hearing, the number and type of Crocs securities acquired or purchased and sold between April 2, 2007 and April 14, 2008, inclusive, the dates of such purchases, acquisitions, and any sales, the exchange upon which the securities were purchased, acquired or sold, and the price(s) paid and received, and all reasons you object to the Settlement, Plan of Allocation and/or Plaintiffs' Counsel's request for an award of attorneys' fees and/or reimbursement of expenses. If you intend to appear at the Settlement Hearing, you must also indicate the identities of any witnesses that you intend to call to testify, and any exhibits that you intend to introduce into evidence at the Settlement Hearing. Any objection you wish to make as to the Settlement, Plan of Allocation and/or Plaintiffs' Counsel's request for an award of attorneys' fees and/or reimbursement of expenses must be mailed or delivered such that it is received by each of the following no later than **November 26, 2013**:

Court:	Plaintiffs' Counsel:	Counsel for Settling Defendants:
Clerk of the Court UNITED STATES DISTRICT COURT DISTRICT OF COLORADO Alfred A. Arraj United States Courthouse Room A-105 901 19th Street Denver, CO 80294-3589	Charles J. Piven BROWER PIVEN A Professional Corporation 1925 Old Valley Road Stevenson, MD 21153	Paul T. Friedman MORRISON & FOERSTER LLP 425 Market Street San Francisco, CA 94105

**19. What's the Difference Between Objecting and Excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

**20. When and Where Will the Court Decide Whether to Approve the Settlement?**

The Court will hold a fairness hearing at 9 a.m., on **February 13, 2014**; at the United States Courthouse, 901 19th Street, Courtroom A701, Denver, Colorado. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Brimmer will listen to people who have asked to speak at the hearing. The Court will also consider how much to pay to Plaintiffs' Counsel. The Court may decide these issues at the hearing or take them under consideration. We do not know how long these decisions will take.

**21. Do I have to Come to the Hearing?**

No. Plaintiffs' Counsel will answer any questions Judge Brimmer may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**22. May I Speak at the Hearing?**

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your intention to appear in *In re Crocs, Inc. Securities Litigation*, Case No. 07-cv-02351-PAB-KLM. Be sure to

include your name, address, telephone number, signature, the number and type of Crocs securities acquired or purchased and sold between April 2, 2007 and April 14, 2008, inclusive, the dates of such purchases, acquisitions, and any sales, the exchange upon which the securities were purchased, acquired or sold, and the price(s) paid and received, the reasons you object to the Settlement, and the identities of any witnesses that you intend to call to testify, and any exhibits that you intend to introduce into evidence at the Settlement Hearing. Your notice of intention to appear must be received no later than **November 26, 2013**, by the Clerk of the Court, Plaintiffs' Counsel, and Settling Defendants' counsel, at the three addresses listed in question 18. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

## **IF YOU DO NOTHING**

### **23. What Happens if I Do Nothing at All?**

If you do nothing, you will get no money from this Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants (or other Released Parties) about the Released Claims in this case. If the proposed Settlement is approved and becomes Final and no longer appealable, any Settlement Class Member who does not exclude himself, herself or itself from the Settlement Class will be bound by the Class Judgment entered in the Action and the releases and bar orders provided therein.

"Released Claims" means all claims (including without limitation Unknown Claims, as defined below) demands, rights, liabilities, suits, debts, obligations, and causes of action of every nature and description whatsoever, whether known or unknown, contingent or absolute, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, concealed or hidden, regardless of legal theory, including, without limitation, claims for negligence, gross negligence, recklessness, intentional wrongdoing, fraud, breach of fiduciary duty, breach of the duty of care and/or loyalty or violations of the common law, administrative rule or regulation, tort, contract, equity, or otherwise or of any state or federal statutes, rules or regulations or international law, or the law of any foreign jurisdiction, that were asserted, or could have been asserted, or might have been asserted, in the Action or in any other litigation, action, or forum by Plaintiffs or the Settlement Class Members, or any of them, against the Released Parties, or any of them, which arise out of or relate in any way, directly or indirectly, in whole or in part, to (a) the purchase or acquisition of Crocs securities during the Settlement Class Period; (b) any allegations or statements in the Complaint; or (c) the Settling Defendants' defense or settlement of the Action. It is hereby expressly agreed by and is the intent of the Settling Parties that Plaintiffs' and/or any Settlement Class Member's claims against Deloitte are not being released by the Stipulation or any Exhibits thereto and are not Released Claims.

"Released Parties" means collectively, each and all of the Settling Defendants, each and all of the Settling Defendants' respective past, present, or future parents, subsidiaries, affiliates, successors, predecessors, assigns, any entity in which any Settling Defendant has or had a controlling interest (directly or indirectly), members of an Individual Defendant's immediate family, any entity in which any member of any Individual Defendant's immediate family has or had a controlling interest (directly or indirectly), and any trust of which any Individual Defendant is the settler or which is for the benefit of any Individual Defendant and/or member(s) of his family, and each and all of their respective past, present, or future accountants, administrators, advisors, affiliates, agents, analysts, assignees, assigns, associates, attorneys, co-insurers, commercial bank lenders, consultants, controlling shareholders, directors, divisions, domestic partners, employees, employers, executors, financial advisors, general or limited partners, general or limited partnerships, heirs, insurers, investment advisors, investment bankers, investment banks, joint ventures and joint venturers, managers, marital communities, members, officers, parents, personal or legal representatives, predecessors, principals, reinsurers, representatives, shareholders, current and former spouses, subsidiaries, successors, and underwriters. "Released Parties" expressly does not include Deloitte.

"Unknown Claims" means any and all Released Claims which Plaintiffs or any other Settlement Class Member, does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, which, if known by him, her or it, might have affected his, her or its settlement with, and release of, the Released Parties, or might have affected his, her or its decision not to object to this Settlement. Unknown Claims include those claims in which some or all of the facts composing the claim may be suspected, or even undisclosed or hidden. With respect to any and all Released Claims, upon the Effective Date, Plaintiffs shall expressly waive and relinquish, and each Settlement Class Member, shall be deemed to have, and by operation of the Class Judgment shall have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, Plaintiffs shall expressly waive and relinquish, and each Settlement Class Member, shall be deemed to have, and by operation of the Class Judgment shall have, waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by the law of the United States, any law of any state or territory of the United States, or principle of common law, or of international law or foreign law, which is similar, comparable or equivalent in effect to California Civil Code §1542. It is understood that Plaintiffs and each Settlement Class Member may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims (including the Unknown Claims), but Plaintiffs and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Class Judgment shall have, fully, finally, and forever discharged, settled, and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, grossly negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs acknowledge, and the other Settlement Class Members shall be deemed by operation of the Class Judgment to have acknowledged, that the foregoing waivers were separately bargained for and are key elements of the Settlement of which this release is a part.

Upon the Effective Date, Plaintiffs and each of the Settlement Class Members for themselves and for each of their respective past, present, and future accountants, administrators, advisors, affiliates, agents, analysts, assignees, assigns, associates, attorneys, auditors, co-insurers, commercial bank lenders, consultants, controlling shareholders, directors, divisions, domestic partners, employees, employers, executors, financial advisors, general or limited partners, general or limited partnerships, heirs, insurers, investment advisors, investment bankers, investment banks, joint ventures and joint venturers, managers, marital communities, members, officers, parents, personal or legal representatives, predecessors, principals, reinsurers, representatives, shareholders, spouses, subsidiaries, successors, and underwriters, and any other Person claiming (now or in the future) through or on behalf of any of them (whether or not such Settlement Class Member ever seeks or obtains by any means, including without limitation, by submitting a Proof of Claim, any distribution from the Settlement Fund) shall be deemed to have, and by operation of the Class Judgment entered in the Action shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims (including Unknown Claims) against each and all of the Released Parties, and shall have covenanted not to sue any of the Released Parties with respect to all such Released Claims, except to enforce the releases and other terms and conditions contained in the Stipulation or the Class Judgment entered pursuant thereto. It is expressly agreed to by the Settling Parties that nothing in the Stipulation releases, shall release, or is intended to release Deloitte of or from any claim by Plaintiffs and/or any Settlement Class Member whatsoever and/or of or from any liability therefor, including of or from Released Claims and/or any liability therefor.

Upon the Effective Date, Plaintiffs and each of the Settlement Class Members for themselves and for each of their respective past, present, and future accountants, administrators, advisors, affiliates, agents, analysts, assignees, assigns, associates, attorneys, auditors, co-insurers, commercial bank lenders, consultants, controlling shareholders, directors, divisions, domestic partners, employees, employers, executors, financial advisors, general or limited partners, general or limited partnerships, heirs, insurers, investment advisors, investment bankers, investment banks, joint ventures and joint venturers, managers, marital communities, members, officers, parents, personal or legal representatives, predecessors, principals, reinsurers, representatives, shareholders, spouses, subsidiaries, successors, and underwriters of each of them, and any other Person claiming (now or in the future) through or on behalf of any of them, directly or indirectly, individually, representatively, or in any other capacity (whether or not such Settlement Class Member executes and delivers a Proof of Claim) shall be forever permanently barred, enjoined, and restrained from commencing, instituting, asserting, maintaining, enforcing, prosecuting, or continuing to prosecute, either directly or in any other capacity, any Released Claim (including any Unknown Claim) against any of the Released Parties, in the Action or in any other action or any proceeding, in any state, federal, or foreign court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind, or in the court of any foreign jurisdiction. It is expressly agreed to by the Settling Parties that nothing in the Stipulation bars, shall bar or is intended to bar any claim by Plaintiffs and/or any Settlement Class Member against Deloitte.

Upon the Effective Date, each of the Settling Defendants shall be deemed to have, and by operation of the Class Judgment entered in the Action, shall have, fully, finally, and forever released, relinquished, and discharged each and all of the Settlement Class Members and Plaintiffs, including their respective successors, assigns, heirs, domestic partners, spouses, marital communities, executors, administrators, attorneys and legal representatives, from all claims, including Unknown Claims, arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the Action, except to enforce the releases and other terms and conditions contained in the Stipulation or any Court order (including but not limited to the Class Judgment) entered pursuant thereto.

The Class Judgment in the Action will contain a Bar Order as required by section 21D(f)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(f)(7) and shall be as broad as permitted by state or federal law, and shall

permanently and forever bar all Persons from filing, instituting, prosecuting, or maintaining, directly or indirectly, in any capacity, any claims under state, federal, or common law for contribution or indemnity against any Settling Defendant, whether based in tort, contract, or any other theory, arising from, based upon, or related to the Released Claims, the Action, or the subject matters of the Action.

### **GETTING MORE INFORMATION**

#### **24. Are There More Details About the Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Stipulation and Agreement of Partial Class Settlement dated May 14, 2012. You can get a copy of the Stipulation by writing to Charles J. Piven, Brower Piven, A Professional Corporation, 1925 Old Valley Road, Stevenson, Maryland 21153 or from the Clerk's office at the United States District Court for the District of Colorado, Alfred A. Arraj United States Courthouse, Room A-105, 901 19th Street, Denver, Colorado 80294-3589 during regular business hours.

#### **25. How Do I Get More Information?**

You can call (410) 332-0030 or write to Brower Piven, A Professional Corporation, 1925 Old Valley Road, Stevenson, Maryland 21153 or visit the following website: [www.gcginc.com/cases/CrocsSecuritiesLitigation](http://www.gcginc.com/cases/CrocsSecuritiesLitigation).

### ***DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE***

### **SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

If you hold shares of any Crocs securities purchased or acquired between April 2, 2007 and April 14, 2008, inclusive, as nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice by first class mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

Crocs Securities Litigation  
Claims Administrator  
c/o GCG  
PO Box 9889  
Dublin, OH 43017-5789  
(888) 331-9141

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: August 28, 2013

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
DISTRICT OF COLORADO