UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the Quarterly Period Ended June 30, 2024
OR

☐ Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from to

Commission File Number: 001-36436

DECKERS OUTDOOR CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**95-3015862**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

250 Coromar Drive, Goleta, California 93117
(Address of principal executive offices and zip code)
(805) 967-7611
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.01 per share	DECK	New York Stock Exchange

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. **Yes** ☒ **No** ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). **Yes** ☒ **No** ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of the close of business on July 11, 2024, the number of outstanding shares of the registrant's common stock, par value $0.01 per share, was 25,410,572.

DECKERS OUTDOOR CORPORATION AND SUBSIDIARIES
For the Three Months Ended June 30, 2024, and 2023
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*Not applicable.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q for our first fiscal quarter ended June 30, 2024 (Quarterly Report), and the information and documents incorporated by reference within this Quarterly Report, contain "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (Securities Act), and Section 21E of the Securities Exchange Act of 1934, as amended (Exchange Act), which statements are subject to considerable risks and uncertainties. These forward-looking statements are intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. Forward-looking statements include all statements other than statements of historical fact contained in, or incorporated by reference within, this Quarterly Report. We have attempted to identify forward-looking statements by using words such as "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "predict," "project," "should," "will," or "would," and similar expressions or the negative of these expressions. Specifically, this Quarterly Report, and the information and documents incorporated by reference within this Quarterly Report, contain forward-looking statements relating to, among other things:

- changes in consumer preferences impacting our brands and products, and the footwear and fashion industries;
- global economic trends, including foreign currency exchange rate fluctuations, changes in interest rates, inflationary pressures, changes in commodity pricing, and recessionary concerns;
- the ability to effectively compete in a highly competitive footwear, apparel, and accessories industry;
- our business, operating, investing, capital allocation, marketing, and financing plans and strategies;
- the operational challenges faced by our warehouses and distribution centers (DCs), wholesale partners, global third-party logistics providers (3PLs), and third-party carriers, including as a result of global supply chain disruptions and labor shortages;
- trends, seasonality, and weather impacting the demand for our products and the purchasing behavior of wholesale partners and consumers;
- changes to the geographic and seasonal mix of our brands and products;
- availability of materials and manufacturing capacity, and reliability of overseas production and storage;
- changes to our product distribution strategies, including product allocation and segmentation strategies;
- the impact of our efforts to continue to advance sustainable and socially conscious business operations, and to meet the expectations that our investors and other stakeholders have with respect to our environmental, social and governance practices;
- the effects of climate change, natural disasters, and the impacts of public health issues, and the related changes in the regulatory environment and consumer demand to mitigate these effects, and the resulting impact on our business and the businesses of our customers, consumers, suppliers, and business partners;
- expansion of our brands, product offerings, and investments in our Direct-to-Consumer (DTC) capabilities, including our distribution facilities, e-commerce websites, and our retail store footprint;
- our plans to sell the Sanuk brand and certain related assets, and the sale agreement terms and timing;
- global geopolitical tensions, including the impact of economic sanctions on our transportation and energy costs;
- security breach or other disruption to our information technology (IT) systems, or those of our vendors;
- our interpretation of applicable global tax regulations and changes in tax laws and audits that may impact our tax liability and effective tax rates;
- our cash repatriation strategy regarding earnings of non-United States (US) subsidiaries and the resulting tax impacts;
- the outcomes of legal proceedings, including the impact they may have on our business and intellectual property rights; and
- the value of goodwill and other intangible assets, and potential write-downs or impairment charges.

Forward-looking statements represent management's current expectations and predictions about trends affecting our business and industry and are based on information available at the time such statements are made. Although we do not make forward-looking statements unless we believe we have a reasonable basis for doing so, we cannot guarantee their accuracy or completeness. Forward-looking statements involve numerous known and unknown risks, uncertainties, and other factors that may cause our actual results, performance, or achievements to be materially different from any future results, performance or achievements predicted, assumed, or implied by the forward-looking statements. Some of the risks and uncertainties that may cause our actual results to materially differ from those expressed or implied by these forward-looking statements are described in Part II, Item 1A, "Risk Factors," and Part I, Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations," within this Quarterly Report, as well as in our other filings with the Securities and Exchange Commission (SEC), which are available free of charge on the SEC's website at *www.sec.gov* and our website at *ir.deckers.com*. You should read this Quarterly Report, including the information and documents incorporated by reference herein, in its entirety and with the understanding that our actual future results may be materially different from the results expressed or implied by these forward-looking statements. Moreover, new risks and uncertainties emerge occasionally, and it is not possible for management to predict all risks and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause our actual future results to be materially different from any results expressed or implied by any forward-looking statements. Except as required by applicable law or the listing rules of the New York Stock Exchange, we expressly disclaim any intent or obligation to update any forward-looking statements. We qualify all our forward-looking statements with these cautionary statements.

PART I. FINANCIAL INFORMATION

References within this Quarterly Report to "Deckers," "we," "our," "us," "management," or the "Company" refer to Deckers Outdoor Corporation, together with its consolidated subsidiaries. UGG® (UGG), HOKA® (HOKA), Teva® (Teva), Sanuk® (Sanuk), Koolaburra by UGG® (Koolaburra), and AHNU® (AHNU) are some of our trademarks. Other trademarks or trade names appearing elsewhere within this Quarterly Report are the property of their respective owners. The trademarks and trade names within this Quarterly Report are referred to without the ® and ™ symbols, but such references should not be construed as any indication that their respective owners will not assert their rights to the fullest extent under applicable law.

Unless otherwise indicated, all figures herein are expressed in thousands, except for per share and share data.

ITEM 1. FINANCIAL STATEMENTS

DECKERS OUTDOOR CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)
(dollar and share data amounts in thousands, except par value)

	June 30, 2024	March 31, 2024
ASSETS		(AUDITED)
Cash and cash equivalents	$ 1,438,397	$ 1,502,051
Trade accounts receivable, net of allowances ($22,621 and $27,331 as of June 30, 2024, and March 31, 2024, respectively)	303,128	296,565
Inventories	753,282	474,311
Prepaid expenses	45,221	34,284
Other current assets	43,323	92,713
Income tax receivable	29,479	43,559
Total current assets	2,612,830	2,443,483
Property and equipment, net of accumulated depreciation ($362,180 and $349,138 as of June 30, 2024, and March 31, 2024, respectively) (Note 10)	305,585	302,122
Operating lease assets	221,207	225,669
Goodwill	13,990	13,990
Other intangible assets, net of accumulated amortization ($91,609 and $91,314 as of June 30, 2024, and March 31, 2024, respectively)	26,701	27,083
Deferred tax assets, net	71,613	72,584
Other assets	54,293	50,648
Total assets	**$ 3,306,219**	**$ 3,135,579**
LIABILITIES AND STOCKHOLDERS' EQUITY		
Trade accounts payable	$ 642,595	$ 378,503
Accrued payroll	61,531	123,653
Operating lease liabilities	46,362	53,581
Other accrued expenses	104,640	106,785
Income tax payable	56,678	52,338
Value added tax payable	664	5,133
Total current liabilities	912,470	719,993
Long-term operating lease liabilities	216,006	213,298
Income tax liability	52,961	52,470
Other long-term liabilities	50,300	42,350
Total long-term liabilities	319,267	308,118
Commitments and contingencies (Note 5)		
Stockholders' equity		
Common stock (par value $0.01 per share; 125,000 shares authorized; shares issued and outstanding of 25,426 and 25,593 as of June 30, 2024, and March 31, 2024, respectively)	254	255
Additional paid-in capital	253,486	245,149
Retained earnings	1,875,275	1,912,797
Accumulated other comprehensive loss (Note 7)	(54,533)	(50,733)
Total stockholders' equity	2,074,482	2,107,468
Total liabilities and stockholders' equity	**$ 3,306,219**	**$ 3,135,579**

See accompanying notes to the condensed consolidated financial statements.

DECKERS OUTDOOR CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)
(dollar and share data amounts in thousands, except per share data)

	Three Months Ended June 30,	
	2024	2023
Net sales (Note 2, Note 9, and Note 10)	**$ 825,347**	**$ 675,791**
Cost of sales	355,347	329,367
Gross profit	**470,000**	**346,424**
Selling, general, and administrative expenses	337,193	275,688
Income from operations (Note 9)	**132,807**	**70,736**
Interest income	(17,252)	(11,287)
Interest expense	1,031	1,005
Other income, net	(125)	(346)
Total other income, net	(16,346)	(10,628)
Income before income taxes	**149,153**	**81,364**
Income tax expense (Note 4)	33,528	17,812
Net income	**115,625**	**63,552**
Other comprehensive loss, net of tax		
Unrealized gain on cash flow hedges	856	352
Foreign currency translation loss	(4,656)	(8,651)
Total other comprehensive loss, net of tax	**(3,800)**	**(8,299)**
Comprehensive income	**$ 111,825**	**$ 55,253**
Net income per share		
Basic	$ 4.54	$ 2.43
Diluted	$ 4.52	$ 2.41
Weighted-average common shares outstanding (Note 8)		
Basic	25,478	26,165
Diluted	25,581	26,321

See accompanying notes to the condensed consolidated financial statements.

DECKERS OUTDOOR CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (UNAUDITED)
(amounts in thousands)

	Three Months Ended June 30, 2024					
	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Stockholders' Equity
	Shares	Amount				
Balance, March 31, 2024	**25,593**	**$ 255**	**$ 245,149**	**$ 1,912,797**	**$ (50,733)**	**$ 2,107,468**
Stock-based compensation	—	—	8,231	—	—	8,231
Shares issued upon vesting	1	—	—	—	—	—
Exercise of stock options	9	—	601	—	—	601
Shares withheld for taxes	—	—	(495)	—	—	(495)
Repurchases of common stock (Note 7)	(177)	(1)	—	(151,966)	—	(151,967)
Excise taxes related to repurchases of common stock	—	—	—	(1,181)	—	(1,181)
Net income	—	—	—	115,625	—	115,625
Total other comprehensive loss	—	—	—	—	(3,800)	(3,800)
Balance, June 30, 2024	**25,426**	**$ 254**	**$ 253,486**	**$ 1,875,275**	**$ (54,533)**	**$ 2,074,482**

	Three Months Ended June 30, 2023					
	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Stockholders' Equity
	Shares	Amount				
Balance, March 31, 2023	**26,176**	**$ 262**	**$ 232,932**	**$ 1,571,574**	**$ (39,035)**	**$ 1,765,733**
Stock-based compensation	1	—	6,877	—	—	6,877
Shares issued upon vesting	3	—	—	—	—	—
Exercise of stock options	8	—	548	—	—	548
Shares withheld for taxes	—	—	(698)	—	—	(698)
Repurchases of common stock (Note 7)	(52)	(1)	—	(25,468)	—	(25,469)
Excise taxes related to repurchases of common stock	—	—	—	(123)	—	(123)
Net income	—	—	—	63,552	—	63,552
Total other comprehensive loss	—	—	—	—	(8,299)	(8,299)
Balance, June 30, 2023	**26,136**	**$ 261**	**$ 239,659**	**$ 1,609,535**	**$ (47,334)**	**$ 1,802,121**

See accompanying notes to the condensed consolidated financial statements.

DECKERS OUTDOOR CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(amounts in thousands)

	Three Months Ended June 30,	
	2024	2023
OPERATING ACTIVITIES		
Net income	$ 115,625	$ 63,552
Reconciliation of net income to net cash provided by (used in) operating activities:		
Depreciation, amortization, and accretion	17,061	12,353
Amortization on cloud computing arrangements	465	558
Bad debt benefit	(3,291)	(2,974)
Deferred tax expense	170	478
Stock-based compensation	8,346	6,989
Loss on disposal of long-lived assets	79	—
Changes in operating assets and liabilities:		
Trade accounts receivable, net	(3,272)	33,282
Inventories	(278,972)	(207,701)
Prepaid expenses and other current assets	39,816	(8,472)
Income tax receivable	14,079	(13,529)
Net operating lease assets and lease liabilities	(486)	7,657
Other assets	(4,073)	(1,933)
Trade accounts payable	266,679	254,063
Other accrued expenses	(71,398)	(33,247)
Income tax payable	4,340	10,691
Other long-term liabilities	7,482	3,495
Net cash provided by operating activities	**112,650**	**125,262**
INVESTING ACTIVITIES		
Purchases of property and equipment	(22,521)	(30,732)
Net cash used in investing activities	**(22,521)**	**(30,732)**
FINANCING ACTIVITIES		
Proceeds from exercise of stock options	601	548
Repurchases of common stock	(151,967)	(25,469)
Cash paid for shares withheld for taxes	(495)	(698)
Net cash used in financing activities	**(151,861)**	**(25,619)**
Effect of foreign currency exchange rates on cash and cash equivalents	(1,922)	(3,817)
Net change in cash and cash equivalents	**(63,654)**	**65,094**
Cash and cash equivalents at beginning of period	**1,502,051**	**981,795**
Cash and cash equivalents at end of period	**$ 1,438,397**	**$ 1,046,889**

DECKERS OUTDOOR CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(amounts in thousands)
(continued)

	Three Months Ended June 30,	
	2024	2023
SUPPLEMENTAL CASH FLOW DISCLOSURE		
Cash paid during the period		
Income taxes	$ 14,998	$ 19,716
Interest	414	473
Operating leases	16,339	14,974
Non-cash investing activities		
Changes in trade accounts payable and other accrued expenses for purchases of property and equipment	(2,582)	(5,024)
Accrued for asset retirement obligation assets related to leasehold improvements	975	242
Leasehold improvements acquired through tenant allowances	—	8,127
Non-cash financing activities		
Accrued excise taxes related to repurchases of common stock	1,181	123

See accompanying notes to the condensed consolidated financial statements.

DECKERS OUTDOOR CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
For the Three Months Ended June 30, 2024, and 2023
(dollar amounts in thousands, except per share or share data)

NOTE 1. GENERAL

The Company. Deckers Outdoor Corporation and its wholly owned subsidiaries (collectively, the Company) is a global leader in designing, marketing, and distributing innovative footwear, apparel, and accessories developed for both everyday casual lifestyle use and high-performance activities. The Company's six proprietary brands include the UGG, HOKA, Teva, Sanuk, Koolaburra, and AHNU brands.

The Company sells its products through quality domestic and international retailers, international distributors, and directly to its global consumers through its DTC business, which is comprised of its e-commerce business and retail stores. Independent third-party contractors manufacture all of the Company's products.

Seasonality. A significant part of the UGG brand's business has historically been seasonal, requiring the Company to build inventory levels during certain quarters in its fiscal year to support higher selling seasons, which has contributed to variation in its results from quarter to quarter. However, as the Company continues to take steps to diversify and expand its product offerings by creating more year-round styles, and as net sales of the HOKA brand, which generally occur more evenly throughout the year, continue to increase as a percentage of the Company's aggregate net sales, the Company expects to continue to see the impact from seasonality decrease over time.

Basis of Presentation. The unaudited condensed consolidated financial statements and accompanying notes thereto (referred to herein as condensed consolidated financial statements) as of June 30, 2024, and for the three months ended June 30, 2024 (the current period), and 2023 (the prior period) are prepared in accordance with generally accepted accounting principles in the US (US GAAP) for interim financial information pursuant to Rule 10-01 of Regulation S-X issued by the SEC. Accordingly, the condensed consolidated financial statements do not include all the information and disclosures required by US GAAP for annual financial statements and accompanying notes thereto. The condensed consolidated balance sheet as of March 31, 2024, is derived from the Company's audited consolidated financial statements. In the opinion of management, the condensed consolidated financial statements include all normal and recurring entries necessary to fairly present the results of the interim periods presented but are not necessarily indicative of actual results to be achieved for full fiscal years or other interim periods. The condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and accompanying notes thereto included in the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2024 (prior fiscal year), which was filed with the SEC on May 24, 2024 (2024 Annual Report).

Consolidation. The condensed consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates. The preparation of the Company's condensed consolidated financial statements in accordance with US GAAP requires management to make estimates and assumptions that affect the amounts reported. Management bases these estimates and assumptions upon historical experience, existing and known circumstances, authoritative accounting pronouncements and other factors that management believes to be reasonable. In addition, the Company has considered the potential impact of macroeconomic factors, including inflation, foreign currency exchange rate volatility, changes in interest rates, changes in commodity pricing, changes in discretionary spending and recessionary concerns, on its business and operations. Although the full impact of these factors is unknown, the Company believes it has made appropriate accounting estimates and assumptions based on the facts and circumstances available as of the reporting date. However, actual results could differ materially from these estimates and assumptions, which may result in material effects on the Company's financial condition, results of operations, and liquidity. To the extent there are differences between these estimates and actual results, the Company's condensed consolidated financial statements may be materially affected.

Significant areas requiring the use of management estimates and assumptions relate to inventory write-downs; trade accounts receivable allowances, including variable consideration for net sales provided to customers, such as the sales return asset and liability; contract assets and liabilities; stock-based compensation; impairment assessments, including goodwill, other intangible assets, and long-lived assets; depreciation and amortization; income tax receivables and liabilities; uncertain tax positions; the fair value of financial instruments; the reasonably certain lease term; lease classification; and the Company's incremental borrowing rate utilized to measure its operating lease assets and lease liabilities.

Foreign Currency Translation. The Company considers the US dollar as its functional currency. The Company's wholly owned foreign subsidiaries have various assets and liabilities, primarily cash, receivables, and payables, which are denominated in currencies other than its functional currency. The Company remeasures these monetary assets and liabilities using the exchange rate at the end of the reporting period, which results in gains and losses that are recorded in selling, general, and administrative (SG&A) expenses in the condensed consolidated statements of comprehensive income as incurred. In addition, the Company translates assets and liabilities of subsidiaries with reporting currencies other than US dollars into US dollars using the exchange rates at the end of the reporting period, which results in financial statement translation gains and losses recorded in other comprehensive income or loss (OCI) in the condensed consolidated statements of comprehensive income.

Reportable Operating Segments. The Company's six reportable operating segments include the worldwide wholesale operations of the UGG brand, HOKA brand, Teva brand, Sanuk brand, and Other brands (primarily consisting of the Koolaburra and AHNU brands), as well as DTC (collectively, the Company's reportable operating segments). Refer to Note 9, "Reportable Operating Segments," for further information on the Company's reportable operating segments as well as Note 12, "Subsequent Events," for an update on the Company's sale of the Sanuk brand and certain related assets.

Recent Accounting Pronouncements. The Financial Accounting Standards Board has issued Accounting Standards Updates (ASU) that have been adopted and not yet adopted by the Company as stated below.

Recently Adopted. The following is a summary of a recently adopted ASU and its expected impact on the Company:

Standard	Description	Impact Upon Adoption
ASU 2022-04 - Supplier Finance Program (SFP)	The ASU requires that a buyer in a SFP disclose qualitative and quantitative information about its program on an interim basis, including the nature of the SFP and key terms, outstanding amounts as of the end of the reporting period, and presentation in its financial statements. The interim portion of this ASU is effective on a retrospective basis for fiscal years beginning after December 15, 2022, and interim periods within those fiscal years. Early adoption is permitted. The annual requirement that requires a buyer in a SFP disclose an activity roll forward of outstanding balances as of the end of the reporting period has not yet been adopted. This annual portion of this ASU is effective on a retrospective basis for fiscal years beginning after December 15, 2023. Early adoption is not permitted.	The Company retrospectively adopted this ASU beginning on April 1, 2023, except for the roll forward requirements. This ASU did not have a material impact on the recognition, measurement, or presentation of supplier finance programs in the Company's annual and interim consolidated financial statements. However, it did result in additional disclosure. Refer to Note 11, "Supplier Finance Program," for further information on the Company's SFP key terms and outstanding balances recorded in the condensed consolidated balance sheets. The Company plans to adopt the annual roll forward requirement beginning with its fiscal year (FY) ending March 31, 2025, and does not expect the adoption to have a material impact on its annual and interim consolidated financial statements.

Not Yet Adopted. The following is a summary of each ASU that has been issued and is applicable to the Company, but which has not yet been adopted, as well as the planned period of adoption, and the expected impact on the Company upon adoption:

Standard	Description	Planned Period of Adoption	Expected Impact on Adoption
ASU 2023-07 - Improvements to Reportable Segment Disclosures	The ASU requires annual and interim disclosures of significant segment expenses, including an amount and composition description for other segment items, and how reported measures of profit or loss are used by the chief operating decision maker (CODM) in assessing segment performance and deciding how to allocate resources. The ASU is effective on a retrospective basis for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted.	Q4 FY 2025 and Q1 FY 2026	The Company is currently evaluating the impact of the adoption of this ASU on its annual and interim consolidated financial statements.
ASU 2023-09 - Improvements to Income Tax Disclosures	The ASU requires annual disclosures of prescribed standard categories for the components of the effective tax rate reconciliation, disclosure of income taxes paid disaggregated by jurisdiction, and other income-tax related disclosures. The ASU is effective on a prospective basis, with retrospective application permitted, for fiscal years beginning after December 15, 2024. Early adoption is permitted.	Q4 FY 2026	The Company is currently evaluating the impact of the adoption of this ASU on its annual and interim consolidated financial statements.

NOTE 2. REVENUE RECOGNITION

Disaggregated Revenue. Refer to Note 9, “Reportable Operating Segments,” for further information on the Company’s disaggregation of revenue by reportable operating segment.

Sales Return Asset and Liability. Sales returns are a refund asset for the right to recover the inventory and a refund liability for the stand-ready right of return. The refund asset for the right to recover the inventory is recorded in other current assets and the related refund liability is recorded in other accrued expenses in the condensed consolidated balance sheets.

The following tables summarize changes in the estimated sales returns for the periods presented:

	Recovery Asset	Refund Liability
Balance, March 31, 2024	**$ 13,866**	**$ (55,327)**
Net additions to sales return liability [1]	10,976	(40,741)
Actual returns	(14,077)	58,277
Balance, June 30, 2024	**$ 10,765**	**$ (37,791)**

	Recovery Asset	Refund Liability
Balance, March 31, 2023	**$ 15,685**	**$ (45,322)**
Net additions to sales return liability [1]	8,387	(40,609)
Actual returns	(12,867)	49,373
Balance, June 30, 2023	**$ 11,205**	**$ (36,558)**

[1] Net additions to the sales return liability include a provision for anticipated sales returns, which consists of both contractual return rights and discretionary authorized returns.

Contract Liabilities. Contract liabilities are recorded in other accrued expenses in the condensed consolidated balance sheets and include loyalty programs and other deferred revenue.

Loyalty Programs. Activity related to loyalty programs was as follows:

	Three Months Ended June 30,	
	2024	2023
Beginning balance	**$ (17,586)**	**$ (13,144)**
Redemptions and expirations for loyalty certificates and points recognized in net sales	5,060	4,728
Deferred revenue for loyalty points and certificates issued	(4,575)	(3,909)
Ending balance	**$ (17,101)**	**$ (12,325)**

Deferred Revenue. Activity related to deferred revenue was as follows:

	Three Months Ended June 30,	
	2024	2023
Beginning balance	**$ (9,591)**	**$ (13,448)**
Additions of customer cash payments	(27,101)	(20,589)
Revenue recognized	9,254	13,401
Ending balance	**$ (27,438)**	**$ (20,636)**

Refer to Note 2, “Revenue Recognition,” in the Company’s consolidated financial statements in Part IV of the 2024 Annual Report for further information on the Company’s variable consideration accounting policies, including sales return asset and liability, as well as contract liabilities.

NOTE 3. FAIR VALUE MEASUREMENTS

The Company measures certain financial assets and liabilities at fair value on a recurring basis. Refer to Note 4, “Fair Value Measurements,” in the Company’s consolidated financial statements in Part IV of the 2024 Annual Report for further information on the Company’s fair value accounting policies.

Assets and liabilities that are measured on a recurring basis at fair value in the condensed consolidated balance sheets are as follows:

	As of	Measured Using		
	June 30, 2024	Level 1	Level 2	Level 3
Assets:				
Cash equivalents:				
Money-market funds	$ 1,079,101	$ 1,079,101	$ —	$ —
Other current assets:				
Designated Derivative Contracts asset	1,399	—	1,399	—
Other assets:				
Non-qualified deferred compensation asset	14,480	14,480	—	—
Total assets measured at fair value	**$ 1,094,980**	**$ 1,093,581**	**$ 1,399**	**$ —**

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	As of June 30, 2024	Measured Using Level 1	Level 2	Level 3
Liabilities:				
Other accrued expenses:				
Non-qualified deferred compensation liability	$ (412)	$ (412)	$ —	$ —
Designated Derivative Contracts liability	(267)	—	(267)	—
Other long-term liabilities:				
Non-qualified deferred compensation liability	(23,580)	(23,580)	—	—
Total liabilities measured at fair value	**$ (24,259)**	**$ (23,992)**	**$ (267)**	**$ —**

	As of March 31, 2024	Measured Using Level 1	Level 2	Level 3
Assets:				
Cash equivalents:				
Money-market funds	$ 1,152,083	$ 1,152,083	$ —	$ —
Other assets:				
Non-qualified deferred compensation asset	13,553	13,553	—	—
Total assets measured at fair value	**$ 1,165,636**	**$ 1,165,636**	**$ —**	**$ —**
Liabilities:				
Other accrued expenses:				
Non-qualified deferred compensation liability	$ (408)	$ (408)	$ —	$ —
Other long-term liabilities:				
Non-qualified deferred compensation liability	(16,229)	(16,229)	—	—
Total liabilities measured at fair value	**$ (16,637)**	**$ (16,637)**	**$ —**	**$ —**

The fair value of Designated Derivative Contracts is determined using quoted forward spot rates at the end of the applicable reporting period from counterparties, which are corroborated by market-based pricing (Level 2), with related assets and liabilities recorded in other current assets and other accrued expenses, respectively, in the condensed consolidated balance sheets. Refer to Note 6, “Derivative Instruments,” for further information, including the definition of the term Designated Derivative Contracts.

NOTE 4. INCOME TAXES

Income tax expense and the effective income tax rate were as follows:

	Three Months Ended June 30, 2024	2023
Income tax expense	$ 33,528	$ 17,812
Effective income tax rate	22.5 %	21.9 %

The tax provisions during the three months ended June 30, 2024, and 2023, were computed using the estimated effective income tax rate applicable to each of the domestic and foreign taxable jurisdictions for the fiscal years ending March 31, 2025, and March 31, 2024, respectively, and were adjusted for discrete items that occurred within the periods presented above. During the three months ended June 30, 2024, the net increase in the effective income tax rate, compared to the prior period, was due to higher operating income, including changes in jurisdictional mix of worldwide income before income taxes, partially offset by net discrete tax benefits for stock-based compensation.

Recent Tax Law Changes. The Organization for Economic Co-operation and Development (commonly known as OECD) has released Pillar Two model rules introducing a 15% global minimum tax rate for large multinational corporations to be effective starting with tax periods ending in 2024. Various jurisdictions the Company operates in have enacted or plan to enact legislation beginning in calendar year 2024 or in subsequent years. The enactment of Pillar Two legislation did not have a material effect on the Company's condensed consolidated statements of comprehensive income during the three months ended June 30, 2024. The Company will continue to monitor and reflect the impact of such legislative changes in future periods, as each of the respective jurisdictions enact the legislation and the legislation becomes effective.

NOTE 5. COMMITMENTS AND CONTINGENCIES

Leases. The Company primarily leases retail stores, showrooms, offices, and distribution facilities under operating lease contracts. There were no material changes outside the ordinary course of business during the three months ended June 30, 2024, to the operating lease terms disclosed in the 2024 Annual Report.

Supplemental information for amounts presented in the condensed consolidated statements of cash flows related to operating leases, were as follows:

	Three Months Ended June 30,	
	2024	2023
Non-cash operating activities		
Operating lease assets obtained in exchange for lease liabilities [1]	$ 12,336	$ 21,587
Reductions to operating lease assets for reductions to lease liabilities [1]	(1,106)	(65)

[1] Amounts disclosed include non-cash additions or reductions resulting from lease remeasurements, as well as reductions for tenant improvement allowances.

Operating lease liabilities recorded in the condensed consolidated balance sheets exclude an aggregate of $15,289 of undiscounted minimum lease payments due pursuant to leases signed but not yet commenced during the three months ended June 30, 2024, and through July 11, 2024, primarily for a new HOKA brand retail store lease in Paris that will be operational during the quarter ending December 31, 2024.

Purchase Obligations. There were no material changes to purchase obligations last disclosed in the 2024 Annual Report outside the ordinary course of business during the three months ended June 30, 2024.

Litigation. From time to time, the Company is involved in various legal proceedings, disputes, and other claims arising in the ordinary course of business, including employment, intellectual property, and product liability claims. Although the results of these matters cannot be predicted with certainty, the Company believes it is not currently a party to any legal proceedings, disputes, or other claims for which a material loss is considered probable and for which the amount (or range) of loss is reasonably estimable. However, regardless of the merit of the claims raised or the outcome, these matters can have an adverse impact on the Company as a result of legal costs, diversion of management's time and resources, and other factors.

Refer to Note 7, "Commitments and Contingencies," in the Company's consolidated financial statements in Part IV of the 2024 Annual Report for further information on the Company's contractual obligations and commitments.

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NOTE 6. DERIVATIVE INSTRUMENTS

The Company enters into foreign currency forward or option contracts (derivative contracts) with maturities of 15 months or less to manage foreign currency risk and certain of these derivative contracts are designated as cash flow hedges of forecasted sales (Designated Derivative Contracts).

The after-tax unrealized gains or losses from changes in fair value of Designated Derivative Contracts are recorded as a component of accumulated other comprehensive loss (AOCL) in the condensed consolidated balance sheets and are reclassified to net sales in the condensed consolidated statements of comprehensive income in the same period or periods as the related sales are recognized. When it is probable that a forecasted transaction will not occur, the Company discontinues hedge accounting and the accumulated gains or losses in AOCL related to the hedging relationship are immediately recorded in OCI in the condensed consolidated statements of comprehensive income. Refer to Note 1, “General,” in the Company’s consolidated financial statements in Part IV of the 2024 Annual Report for further information regarding the Company’s derivative instruments accounting policy.

As of June 30, 2024, the Company has the following Designated Derivative Contracts recorded at fair value in the condensed consolidated balance sheets:

Notional value	$	158,842
Fair value recorded in other current assets		1,399
Fair value recorded in other accrued expenses		(267)

As of June 30, 2024, four counterparties hold the Company’s outstanding derivative contracts, all of which are expected to mature in the next nine months. As of March 31, 2024, the Company had no outstanding derivative contracts.

The following table summarizes the effect of Designated Derivative Contracts and the related income tax effects of unrealized gains or losses recorded in the condensed consolidated statements of comprehensive income for changes in AOCL:

	Three Months Ended June 30,			
		2024		2023
Gain recorded in OCI	$	1,132	$	411
Reclassifications from AOCL into net sales		—		21
Income tax expense in OCI		(276)		(80)
Total	**$**	**856**	**$**	**352**

The non-performance risk of the Company and its counterparties did not have a material impact on the fair value of its derivative contracts. As of June 30, 2024, the amount of unrealized gains on derivative contracts recorded in AOCL is expected to be reclassified into net sales within the next nine months. Refer to Note 7, “Stockholders’ Equity,” for further information on the components of AOCL.

NOTE 7. STOCKHOLDERS’ EQUITY

Stock Repurchase Program. The Company’s Board of Directors (Board) has approved various authorizations under the Company’s stock repurchase program to repurchase shares of its common stock in the open market or in privately negotiated transactions, subject to market conditions, applicable legal requirements, and other factors (collectively, the stock repurchase program). As of June 30, 2024, the aggregate remaining approved amount under the stock repurchase program is $789,737. The stock repurchase program does not obligate the Company to acquire any amount of common stock and may be suspended at any time at the Company’s discretion.

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Stock repurchase activity under the Company's stock repurchase program was as follows:

	Three Months Ended June 30,	
	2024	2023
Total number of shares repurchased [1]	176,956	52,410
Average price per share paid	$ 858.79	$ 485.95
Dollar value of shares repurchased [2] [3]	$ 151,967	$ 25,469

[1] All share repurchases were made pursuant to the Company's stock repurchase program in open-market transactions.
[2] The dollar value of shares repurchased excludes the cost of broker commissions, excise taxes, and other costs.
[3] May not calculate on rounded dollars.

Subsequent to June 30, 2024, through July 11, 2024, the Company repurchased 17,307 shares at an average price of $924.11 per share for $15,994 and had $773,743 remaining authorized under the stock repurchase program.

Accumulated Other Comprehensive Loss. The components within AOCL, net of tax, recorded in the condensed consolidated balance sheets are as follows:

	June 30, 2024	March 31, 2024
Unrealized gain on cash flow hedges	$ 856	$ —
Cumulative foreign currency translation loss	(55,389)	(50,733)
Total	**$ (54,533)**	**$ (50,733)**

NOTE 8. BASIC AND DILUTED SHARES

The reconciliation of basic to diluted weighted-average common shares outstanding was as follows:

	Three Months Ended June 30,	
	2024	2023
Basic	25,478,000	26,165,000
Dilutive effect of equity awards	103,000	156,000
Diluted	**25,581,000**	**26,321,000**
Excluded		
Long-Term Incentive Plan Performance-Based Restricted Stock Units	48,000	76,000
Employee Stock Purchase Plan	—	1,000

Excluded Awards. The equity awards excluded from the calculation of the dilutive effect have been excluded due to one of the following: (1) the shares were antidilutive; (2) the necessary conditions had not been satisfied for the shares to be deemed issuable based on the Company's performance for the relevant performance period; or (3) the Company recorded a net loss during the period presented (such that inclusion of these equity awards in the calculation would have been antidilutive). The number of shares stated for each of these excluded awards is the maximum number of shares issuable pursuant to these awards. For those awards subject to the achievement of performance criteria, the actual number of shares to be issued pursuant to such awards will be based on Company performance in future periods, net of forfeitures, and may be materially lower than the number of shares presented, which could result in a lower dilutive effect. Refer to Note 8, "Stock-Based Compensation," in the Company's consolidated financial statements in Part IV of the 2024 Annual Report for further information on the Company's equity incentive plans.

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NOTE 9. REPORTABLE OPERATING SEGMENTS

Information reported to the CODM, who is the Company's Chief Executive Officer (CEO), President, and Principal Executive Officer (PEO), is organized into the Company's six reportable operating segments and is consistent with how the CODM evaluates performance and allocates resources. The Company does not consider international operations to be a separate reportable operating segment, and the CODM reviews such operations in the aggregate with the reportable operating segments.

Segment Net Sales and Income from Operations. The Company evaluates reportable operating segment performance primarily based on net sales and income (loss) from operations. The wholesale operations of each brand are managed separately because each requires different marketing, research and development, design, sourcing, and sales strategies. The income (loss) from operations of each of the reportable operating segments includes only those costs which are specifically related to each reportable operating segment, which consist primarily of cost of sales, research and development, design, sales and marketing, depreciation, amortization, and the direct costs of employees within those reportable operating segments.

The Company does not allocate corporate overhead costs or non-operating income and expenses to reportable operating segments, which include unallocable overhead costs associated with the Company's warehouses and DCs, certain executive and stock-based compensation, accounting, finance, legal, IT, human resources, and facilities, among others. Inter-segment sales from the Company's wholesale reportable operating segments to the DTC reportable operating segment are at the Company's cost, and there is no inter-segment profit on these inter-segment sales, nor are they reflected in income (loss) from operations of the wholesale reportable operating segments as these transactions are eliminated in consolidation.

Reportable operating segment information, with a reconciliation to the condensed consolidated statements of comprehensive income, was as follows:

	Three Months Ended June 30,	
	2024	2023
Net sales		
UGG brand wholesale	$ 142,553	$ 121,545
HOKA brand wholesale	332,732	260,847
Teva brand wholesale	31,359	35,132
Sanuk brand wholesale	4,433	6,470
Other brands wholesale	3,705	1,427
Direct-to-Consumer	310,565	250,370
Total	**$ 825,347**	**$ 675,791**

	Three Months Ended June 30,	
	2024	2023
Income (loss) from operations		
UGG brand wholesale	$ 38,430	$ 16,866
HOKA brand wholesale	124,694	86,524
Teva brand wholesale	6,789	9,237
Sanuk brand wholesale	1,603	759
Other brands wholesale	(1,557)	(2,041)
Direct-to-Consumer	106,410	75,462
Unallocated overhead costs	(143,562)	(116,071)
Total	**$ 132,807**	**$ 70,736**

Segment Assets. Assets allocated to each reportable operating segment include trade accounts receivable, net, inventories, property and equipment, net, operating lease assets, goodwill, other intangible assets, net, and certain other assets that are specifically identifiable for one of the Company's reportable operating segments. Unallocated assets are those assets not directly related to a specific reportable operating segment and generally include cash and cash equivalents, deferred tax assets, net, and various other corporate assets shared by the Company's reportable operating segments.

Assets allocated to each reportable operating segment, with a reconciliation to the condensed consolidated balance sheets, are as follows:

	June 30, 2024	March 31, 2024
Assets		
UGG brand wholesale	$ 509,965	$ 247,136
HOKA brand wholesale	490,476	436,147
Teva brand wholesale	56,713	81,703
Sanuk brand wholesale	16,955	18,526
Other brands wholesale	24,973	9,379
Direct-to-Consumer	261,893	263,840
Total assets from reportable operating segments	1,360,975	1,056,731
Unallocated cash and cash equivalents	1,438,397	1,502,051
Unallocated deferred tax assets, net	71,613	72,584
Unallocated other corporate assets	435,234	504,213
Total	**$ 3,306,219**	**$ 3,135,579**

NOTE 10. CONCENTRATION OF BUSINESS

Regions and Customers. The Company sells its products globally to customers and consumers in various countries, with net sales concentrations as follows:

	Three Months Ended June 30,	
	2024	2023
International net sales	**$ 309,491**	**$ 256,256**
% of net sales	37.5 %	37.9 %
Net sales in foreign currencies	**$ 177,624**	**$ 148,971**
% of net sales	21.5 %	22.0 %
Ten largest global customers as % of net sales	**23.6 %**	**22.8 %**

For the three months ended June 30, 2024, and 2023, no single foreign country comprised 10.0% or more of the Company's total net sales. For the three months ended June 30, 2024, and 2023, no single global customer accounted for 10.0% or more of the Company's total net sales.

The Company has two customers that represent 23.5% and 31.2% of trade accounts receivable, net, as of June 30, 2024, and March 31, 2024, respectively. Management performs regular evaluations concerning the ability of the Company's customers to satisfy their obligations to the Company and recognizes an allowance for doubtful accounts based on these evaluations.

Cash and Cash Equivalents. The Company maintains a portion of its cash in Federal Deposit Insurance Corporation insured bank deposit accounts which, at times, may exceed federally insured limits. To date, the Company has not experienced any losses in such accounts. Based on the size and strength of the banking institutions used, the Company does not believe it is exposed to any significant credit risks in cash.

Long-Lived Assets. Long-lived assets, which consist of property and equipment, net, recorded in the condensed consolidated balance sheets, are as follows:

	June 30, 2024	March 31, 2024
United States	$ 273,741	$ 270,561
Foreign [1]	31,844	31,561
Total	**$ 305,585**	**$ 302,122**

[1] No single foreign country's property and equipment, net, represents 10.0% or more of the Company's total property and equipment, net, as of June 30, 2024, and March 31, 2024.

NOTE 11. SUPPLIER FINANCE PROGRAM

Supplier Finance Program. The Company has a voluntary SFP administered through a third-party platform that provides the Company's independent manufacturers that supply its inventory (inventory suppliers) the opportunity to sell their receivables due from the Company to participating financial institutions in advance of the invoice due date, at the sole discretion of both inventory suppliers and the financial institutions. The Company is not party to the agreements between these third parties and has no economic interest in an inventory suppliers' decision to sell a receivable.

The Company's payment obligations, including the amounts due and payment terms, which generally do not exceed 90 days, are not impacted by the inventory suppliers' election to participate in the SFP, and the Company provides no guarantees to any third parties under the SFP. Accordingly, amounts due to inventory suppliers that elected to participate in the SFP are presented in trade accounts payable in the condensed consolidated balance sheets.

As of June 30, 2024, and March 31, 2024, the Company had $8,571 and $3,483, respectively, of balances outstanding related to the SFP recorded in trade accounts payable in the condensed consolidated balance sheets. Payments made in connection with the SFP are reported as cash used in operating activities in the trade accounts payable line item of the condensed consolidated statements of cash flows.

NOTE 12. SUBSEQUENT EVENTS

Sanuk Brand Asset Sale. During October 2023, the Company announced that it intended to divest the Sanuk brand in alignment with effective resource allocation and the execution of its long-term objectives. Subsequent to June 30, 2024, the Company entered into an agreement pursuant to which the buyer agreed to purchase the Sanuk brand and certain related assets, which is expected to close in August 2024.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion of our financial condition and results of operations should be read together with our condensed consolidated financial statements and the related notes, included in Part I, Item 1, "Financial Statements," within this Quarterly Report, and the audited consolidated financial statements included in Part II, Item 8, "Financial Statements and Supplementary Data," of our 2024 Annual Report, filed with the SEC on May 24, 2024, which is available free of charge on the SEC's website at www.sec.gov and our website at ir.deckers.com.

Certain statements made in this section constitute "forward-looking statements," which are subject to numerous risks and uncertainties. Our actual results of operations may differ materially from those expressed or implied by these forward-looking statements as a result of many factors, including those set forth in the section titled "Cautionary Note Regarding Forward-Looking Statements" and Part II, Item 1A, "Risk Factors," within this Quarterly Report.

OVERVIEW

We are a global leader in designing, marketing, and distributing innovative footwear, apparel, and accessories developed for both everyday casual lifestyle use and high-performance activities. We market our products primarily under six proprietary brands: UGG, HOKA, Teva, Sanuk, Koolaburra, and AHNU. We believe our products are distinctive and appeal to a broad demographic. We sell our products through quality domestic and international retailers, international distributors, and directly to our global consumers through our DTC business, which is comprised of our Company-owned e-commerce websites and retail stores. We seek to differentiate our brands and products by offering diverse lines that emphasize fashion, performance, authenticity, functionality, quality, and comfort, and products tailored to a variety of activities, seasons, and demographic groups. Independent third-party contractors manufacture all of our products.

FINANCIAL HIGHLIGHTS

Consolidated financial performance highlights for the three months ended June 30, 2024, compared to the prior period, were as follows:

- Net sales increased 22.1% to $825,347.
  - ***Channel***
    - Wholesale channel net sales increased 21.0% to $514,782.
    - DTC channel net sales increased 24.0% to $310,565.
  - ***Geography***
    - Domestic net sales increased 23.0% to $515,856.
    - International net sales increased 20.8% to $309,491.
- Gross margin increased 560 basis points to 56.9%.
- Income from operations increased 87.8% to $132,807.
- Diluted earnings per share increased 87.2% to $4.52 per share.

RECENT DEVELOPMENTS

CEO Transition. On February 1, 2024, Dave Powers announced his intention to retire as CEO and President of our Company, effective August 1, 2024. Following August 1, 2024, we expect Mr. Powers to continue to serve as a member of our Board, if elected by our stockholders at our 2024 Annual Meeting of Stockholders to be held on September 9, 2024 (Annual Meeting). Following a planned succession process, our Board appointed our Chief Commercial Officer, Stefano Caroti, to succeed Mr. Powers as CEO and President, effective August 1, 2024. The promotion of Mr. Caroti represents the culmination of our Board's active engagement in a planned multi-year succession process. Mr. Caroti will also serve as a member of our Board if elected at the Annual Meeting.

Proposed Stock Split. On July 9, 2024, subject to approval by our stockholders, our Board approved an Amendment to our Amended and Restated Certificate of Incorporation, which (i) effects a six-for-one forward stock split of our common stock and preferred stock, and (ii) increases the number of authorized shares of our common stock from 125,000 to 750,000, and the number of shares of preferred stock from 5,000 to 30,000 (collectively, the stock split). Effectiveness of the stock split is subject to the approval of our stockholders at the Annual Meeting, and a decision by our Board to move forward with implementing the stock split. Our financial results reflected in this Quarterly Report do not include any impact of the stock split.

Sanuk Brand Asset Sale. During October 2023, we announced that we intended to divest the Sanuk brand in alignment with effective resource allocation and the execution of our long-term objectives. Subsequent to June 30, 2024, we entered into an agreement pursuant to which the buyer agreed to purchase the Sanuk brand and certain related assets, which is expected to close in August 2024.

TRENDS AND UNCERTAINTIES IMPACTING OUR BUSINESS AND INDUSTRY

We expect our business and industry will continue to be impacted by several important trends and uncertainties, which have not changed since our 2024 Annual Report. Refer to Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” of our 2024 Annual Report for further discussion. Refer to Part I, Item 1A, “Risk Factors,” of our 2024 Annual Report for detailed information on the risks and uncertainties that may cause our actual results to differ materially from our expectations.

REPORTABLE OPERATING SEGMENT OVERVIEW

Our six reportable operating segments include the worldwide wholesale operations of the UGG brand, HOKA brand, Teva brand, Sanuk brand, and Other brands, as well as DTC. Information reported to the CODM, who is our CEO, President, and PEO, is organized into these reportable operating segments and is consistent with how the CODM evaluates our performance and allocates resources.

UGG Brand. The UGG brand is one of the most iconic and recognized footwear brands in our industry, which highlights our successful track record of building niche brands into lifestyle and fashion market leaders. With loyal consumers around the world, the UGG brand has proven to be a highly resilient line of premium footwear, apparel, and accessories with expanded product offerings that appeal to a growing global audience and a broad demographic.

HOKA Brand. The HOKA brand is an authentic premium line of year-round performance footwear, which offers enhanced cushioning and inherent stability with minimal weight. Originally designed for ultra-runners, the brand now appeals to world champions, taste makers, and everyday athletes. Expanded marketing and strategic marketplace presence have fueled both domestic and international sales growth of the HOKA brand, which has quickly become a leading brand within run and outdoor specialty wholesale accounts and is growing across its ecosystem of access points. The HOKA brand’s product line includes running, trail, hiking, fitness, and lifestyle footwear offerings, as well as select apparel and accessories.

Teva Brand. The Teva brand, born in the depths of the Grand Canyon, has long been a favored brand among outdoor adventurers across the globe. Today, building on its foundation as a leader in sport sandals and its authentic outdoor heritage, the Teva brand’s thoughtfully designed, and accessible products are built for a range of outdoor pursuits, connecting with a vibrant, diverse audience passionate about exploration. The Teva brand’s collection includes a variety of footwear options, from classic sandals and shoes to boots; all crafted for the demands of the outdoors.

Sanuk Brand. The Sanuk brand originated in Southern California surf culture and has emerged as a lifestyle brand with a presence in the relaxed casual shoe and sandal categories with a focus on innovation in comfort and sustainability. The Sanuk brand’s use of unexpected materials and unconventional construction, combined with its fun and playful branding, are key elements of the brand’s identity.

Other Brands. Other brands consist primarily of the Koolaburra, as well as the recently launched AHNU brand. The Koolaburra brand is a casual footwear fashion line that uses plush materials and is intended to target the value-oriented consumer in order to complement the UGG brand offering. The AHNU brand's footwear products fuse high-performance technology with timeless style crafted for everyday wear.

Refer to the "Reportable Operating Segment Overview," in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," of our 2024 Annual Report for further discussion of our outlook on consumer demand drivers for our UGG, HOKA, Teva, Sanuk, and Other brands products.

***Direct-to-Consumer*.** Our DTC business encompasses all of our brands and is comprised of our e-commerce websites and retail stores, which are intertwined and interdependent in an omni-channel marketplace. Net sales from our e-commerce websites and retail stores are recorded in our DTC reportable operating segment, except for net sales from our partner retail stores, which are recorded in our brands' respective wholesale reportable operating segments.

During the three months ended June 30, 2024, we opened nine new stores, which included six HOKA brand stores and three UGG brand stores, including a HOKA brand flagship store in New York City and a UGG brand flagship store in London, UK, respectively. As of June 30, 2024, we have a total of 172 global retail stores (including 32 HOKA brand retail stores and 140 UGG brand retail stores), which includes 89 concept stores and 83 outlet stores.

Refer to the "Reportable Operating Segment Overview" in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," of our 2024 Annual Report for further details on our DTC reportable operating segment, including retail store definitions.

USE OF NON-GAAP FINANCIAL MEASURES

We disclose financial measures calculated and presented in accordance with US GAAP; however, throughout this Quarterly Report we provide certain financial information on a non-GAAP basis (non-GAAP financial measures). We provide non-GAAP financial measures to provide information that may assist investors in understanding our results of operations and assessing our prospects for future performance, which consist of constant currency measures. We believe evaluating certain financial and operating measures on a constant currency basis is important as it excludes the impact of foreign currency exchange rate fluctuations that are not indicative of our core results of operations and are largely outside of our control. However, our non-GAAP financial measures are not intended to represent and should not be considered more meaningful measures than, or alternatives to, measures of financial or operating performance as determined in accordance with US GAAP.

We calculate our constant currency non-GAAP financial measures for current period financial information, such as total net sales using the foreign currency exchange rates that were in effect during the previous comparable period, excluding the effects of foreign currency exchange rate hedges and remeasurements in the condensed consolidated financial statements. We also report comparable DTC sales on a constant currency basis for DTC operations that were open throughout the current and prior reporting periods, and we may adjust prior reporting periods to conform to current year accounting policies. The information presented on a constant currency basis, as we present such information, may not necessarily be comparable to similarly titled information presented by other companies, and may not be appropriate measures for comparing our performance relative to other companies. Constant currency measures should not be considered in isolation as an alternative to US dollar measures that reflect current period foreign currency exchange rates or to other financial or operating measures presented in accordance with US GAAP.

SEASONALITY

Refer to Note 1, "General," of our condensed consolidated financial statements in Part I, Item 1 within this Quarterly Report and to Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," of our 2024 Annual Report for detailed information on the seasonality of our business.

RESULTS OF OPERATIONS

Three Months Ended June 30, 2024, Compared to Three Months Ended June 30, 2023. Results of operations were as follows:

	Three Months Ended June 30,					
	2024		2023		Change	
	Amount	%	Amount	%	Amount	%
Net sales	**$ 825,347**	**100.0 %**	**$ 675,791**	**100.0 %**	**$ 149,556**	**22.1 %**
Cost of sales	355,347	43.1	329,367	48.7	(25,980)	(7.9)
Gross profit	**470,000**	**56.9**	**346,424**	**51.3**	**123,576**	**35.7**
Selling, general, and administrative expenses	337,193	40.9	275,688	40.8	(61,505)	(22.3)
Income from operations	**132,807**	**16.0**	**70,736**	**10.5**	**62,071**	**87.8**
Total other income, net	(16,346)	(2.1)	(10,628)	(1.5)	5,718	53.8
Income before income taxes	**149,153**	**18.1**	**81,364**	**12.0**	**67,789**	**83.3**
Income tax expense	33,528	4.1	17,812	2.6	(15,716)	(88.2)
Net income	**115,625**	**14.0**	**63,552**	**9.4**	**52,073**	**81.9**
Total other comprehensive loss, net of tax	(3,800)	(0.5)	(8,299)	(1.2)	4,499	54.2
Comprehensive income	**$ 111,825**	**13.5 %**	**$ 55,253**	**8.2 %**	**$ 56,572**	**102.4 %**
Net income per share						
Basic	$ 4.54		$ 2.43		$ 2.11	86.8 %
Diluted	$ 4.52		$ 2.41		$ 2.11	87.2 %

Net Sales. Net sales by location, and by brand and channel were as follows:

	Three Months Ended June 30,			
	2024	2023	Change	
	Amount	Amount	Amount	%
Net sales by location				
Domestic	$ 515,856	$ 419,535	$ 96,321	23.0 %
International	309,491	256,256	53,235	20.8
Total	**$ 825,347**	**$ 675,791**	**$ 149,556**	**22.1 %**
Net sales by brand and channel				
UGG brand				
Wholesale	$ 142,553	$ 121,545	$ 21,008	17.3 %
Direct-to-Consumer	80,398	73,975	6,423	8.7
Total	222,951	195,520	27,431	14.0
HOKA brand				
Wholesale	332,732	260,847	71,885	27.6
Direct-to-Consumer	212,446	159,637	52,809	33.1
Total	545,178	420,484	124,694	29.7
Teva brand				
Wholesale	31,359	35,132	(3,773)	(10.7)
Direct-to-Consumer	14,951	13,266	1,685	12.7
Total	46,310	48,398	(2,088)	(4.3)

	Three Months Ended June 30,			
	2024	2023	Change	
	Amount	Amount	Amount	%
Sanuk brand				
Wholesale	4,433	6,470	(2,037)	(31.5)
Direct-to-Consumer	2,429	3,109	(680)	(21.9)
Total	6,862	9,579	(2,717)	(28.4)
Other brands				
Wholesale	3,705	1,427	2,278	159.6
Direct-to-Consumer	341	383	(42)	(11.0)
Total	4,046	1,810	2,236	123.5
Total	**$ 825,347**	**$ 675,791**	**$ 149,556**	**22.1 %**
Total Wholesale	$ 514,782	$ 425,421	$ 89,361	21.0 %
Total Direct-to-Consumer	310,565	250,370	60,195	24.0
Total	**$ 825,347**	**$ 675,791**	**$ 149,556**	**22.1 %**

Total net sales increased primarily due to higher global wholesale and DTC channel sales for the HOKA brand, as well as higher domestic wholesale and global DTC channel sales for the UGG brand.

On a constant currency basis, net sales increased by 23.0%, compared to the prior period. Further, we experienced an increase of 13.4% in the total volume of units sold to 12,700 from 11,200, compared to the prior period. Units sold represents all units related to the total net sales presented, inclusive of all categories such as footwear, apparel, accessories, home goods, and care kits. The prior period total volume of units sold for only footwear has been modified to conform to the current period presentation.

Drivers of significant changes in net sales, compared to the prior period, were as follows:

- Wholesale net sales of the HOKA brand increased due to higher global sales across the brand's product assortment, driven by market share gains, refilling channel inventory, and benefits from select new points of distribution with key partners.
- DTC net sales increased primarily due to higher global sales for the HOKA and UGG brands, driven primarily by consumer acquisition and retention online as we continued to experience increased demand for both brands, as well as benefiting from a higher level of full-price selling, primarily for the UGG brand. Comparable DTC channel net sales for the 13 weeks ended June 30, 2024, increased by 21.9%, compared to the prior period.
- Wholesale net sales of the UGG brand increased primarily due to higher domestic sales, resulting from strong brand heat driving earlier demand and refilling of inventory levels for our partners, including adoption of year-round key product franchises.
- International net sales, which are included in the reportable operating segment net sales presented above, increased by 20.8% and represented 37.5% and 37.9% of total net sales for the three months ended June 30, 2024, and 2023, respectively. These changes were primarily driven by higher net sales for both channels of the HOKA brand, primarily in Europe and China.

Gross Profit. Gross margin increased to 56.9% from 51.3%, compared to the prior period, primarily due to favorable brand mix for the HOKA brand along with higher margin product driving a higher proportion of growth for both the HOKA and UGG brands, higher full-price selling, particularly for the UGG brand that was more promotional in the prior period, and favorable changes in freight costs.

Selling, General, and Administrative Expenses. The net increase in SG&A expenses, compared to the prior period, was primarily the result of the following:

- Increased payroll and related costs of approximately $24,900, primarily due to investments in talent for key functions for corporate and HOKA brand roles driving higher employee headcount and full-year costs for prior comparable period hiring.
- Increased variable advertising and promotion expenses of approximately $15,800, primarily due to higher promotional marketing expenses for the HOKA brand to drive global brand awareness and market share gains, highlight new product categories, and provide localized marketing.
- Increased other variable net selling expenses of approximately $8,800, primarily due to higher rent and occupancy, materials and supplies, credit card fees, and warehouse expenses.
- Increased other operating expenses of approximately $7,600, primarily due to higher infrastructure investments and related depreciation, and higher travel expenses, partially offset by lower legal expenses.
- Increased net foreign currency-related losses of approximately $4,400, primarily driven by unfavorable changes in Asian and Canadian exchange rates against the US dollar.

Income from Operations. Income (loss) from operations by reportable operating segment was as follows:

	Three Months Ended June 30,			
	2024	2023	Change	
	Amount	Amount	Amount	%
Income (loss) from operations				
UGG brand wholesale	$ 38,430	$ 16,866	$ 21,564	127.9 %
HOKA brand wholesale	124,694	86,524	38,170	44.1
Teva brand wholesale	6,789	9,237	(2,448)	(26.5)
Sanuk brand wholesale	1,603	759	844	111.2
Other brands wholesale	(1,557)	(2,041)	484	23.7
Direct-to-Consumer	106,410	75,462	30,948	41.0
Unallocated overhead costs	(143,562)	(116,071)	(27,491)	(23.7)
Total	**$ 132,807**	**$ 70,736**	**$ 62,071**	**87.8 %**

The increase in total income from operations, compared to the prior period, was primarily due to higher net sales at higher gross margins, combined with relatively flat SG&A expenses as a percentage of net sales.

Drivers of significant net changes in total income from operations, compared to the prior period, were as follows:

- The increase in income from operations of HOKA brand wholesale was due to higher global net sales at higher gross margins, as well as slightly lower SG&A expenses as a percentage of net sales.
- The increase in income from operations of the DTC channel was due to higher global net sales for the HOKA and UGG brands at higher gross margins, as well as slightly lower SG&A expenses as a percentage of net sales in total.
- The increase in income from operations of UGG brand wholesale was primarily due to higher domestic net sales at higher gross margins, as well as lower SG&A expenses as a percentage of net sales.
- The increase in unallocated overhead costs was higher as a percentage of net sales, primarily due to higher payroll costs for key corporate roles to support growth of our brands, increased foreign currency-related losses, and higher other operating expenses.

Total Other Income, Net. The increase in total other income, net, compared to the prior period, was due to higher interest income from higher average invested cash balances and average interest rates.

Income Tax Expense. Income tax expense and our effective income tax rate were as follows:

	Three Months Ended June 30,	
	2024	2023
Income tax expense	$ 33,528	$ 17,812
Effective income tax rate	22.5 %	21.9 %

The net increase in our effective income tax rate, compared to the prior period, was due to higher operating income, including changes in jurisdictional mix of worldwide income before income taxes, partially offset by net discrete tax benefits for stock-based compensation.

Net Income. The increase in net income, compared to the prior period, was primarily due to higher net sales and operating margins, as well as higher interest income. Net income per share increased, compared to the prior period, due to higher net income and lower weighted-average common shares outstanding driven by stock repurchases.

Total Other Comprehensive Loss, Net of Tax. The decrease in total other comprehensive loss, net of tax, compared to the prior period, was primarily due to lower foreign currency translation losses relating to changes in the net asset position against Asian foreign currency exchange rates.

LIQUIDITY

Our liquidity may be impacted by a number of factors, risks and uncertainties described in the section titled “Liquidity” in Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” as well as in Part I, Item 1A, “Risk Factors,” of our 2024 Annual Report.

Sources of Liquidity. We finance our working capital and operating requirements using a combination of cash and cash equivalents balances, including cash from our repatriation strategy, cash provided from ongoing operating activities and, to a lesser extent, available borrowing capacity under our revolving credit facilities. Refer to the “Cash Flows” section below for further discussion on cash flows from ongoing operating activities.

Cash and Cash Equivalents. As of June 30, 2024, our cash and cash equivalents are $1,438,397, the majority of which is held in highly rated money market funds and interest-bearing bank deposit accounts with established national and global financial institutions. We believe our cash and cash equivalents balances, cash provided by operating activities, and available borrowing capacity under our revolving credit facilities, will provide sufficient liquidity to enable us to meet our working capital requirements and contractual obligations for at least the next 12 months and will be sufficient to meet the long-term requirements of our business strategies and plans. However, there can be no assurance that sufficient capital will continue to be available or that it will be available on terms acceptable to us.

Repatriation of Cash. Our cash repatriation strategy, and by extension, our liquidity, may be impacted by several additional considerations, which include future changes to or interpretations of global tax law and regulations, and our actual earnings in future periods. During the three months ended June 30, 2024, and 2023, no cash and cash equivalents were repatriated. As of June 30, 2024, and March 31, 2024, we have $343,082 and $263,820, respectively, of cash and cash equivalents held by foreign subsidiaries, a portion of which may be subject to additional foreign withholding taxes if it were to be repatriated. We continue to evaluate our cash repatriation strategy and currently anticipate repatriating current and future unremitted earnings of non-US subsidiaries to the extent they have been subject to US income tax if such cash is not required to fund ongoing foreign operations. Refer to Note 5, “Income Taxes,” of our consolidated financial statements in Part IV of our 2024 Annual Report for further information regarding our cash repatriation strategy.

Revolving Credit Facilities. Information about the revolving credit facilities available as of June 30, 2024, is as follows:

- *Primary Credit Facility.* During the three months ended June 30, 2024, we made no borrowings or repayments and there were no material changes to the terms, to the outstanding letters of credit, or to the borrowing availability under our unsecured revolving credit facility disclosed in our 2024 Annual Report.

- *China Credit Facility*. During the three months ended June 30, 2024, we made no borrowings or repayments and there were no material changes to the terms or to the outstanding bank guarantees under our credit facility in China disclosed in our 2024 Annual Report.

- *Debt Covenants.* As of June 30, 2024, we are in compliance with all financial covenants under our revolving credit facilities.

Refer to Note 6, “Revolving Credit Facilities,” of our consolidated financial statements in Part IV of our 2024 Annual Report for further information on the terms of our revolving credit facilities.

Material Cash Requirements. Our material cash requirements include uses for working capital, and payments to fulfill contractual obligations, capital expenditures, and stock repurchases. Our working capital requirements begin when we purchase raw and other materials and inventories and continue until we ultimately collect the resulting trade accounts receivable. Given the historical seasonality of our business, our working capital requirements fluctuate significantly throughout our fiscal year, and we utilize available cash to build inventory levels during certain quarters in our fiscal year to support higher selling seasons. While the impact of seasonality has been mitigated to some extent, we expect our working capital requirements will continue to fluctuate from period to period.

Contractual Obligations. Refer to the subsection titled “Leases” under Note 5, “Commitments and Contingencies,” of our condensed consolidated financial statements in Part I, Item 1 within this Quarterly Report for further information regarding our material contractual obligations incurred during the three months ended June 30, 2024, and through July 11, 2024.

Except for the above, there were no other material changes outside the ordinary course of business to the contractual obligations or capital expenditures disclosed in the sections titled “Contractual Obligations” and “Capital Expenditures” in Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” of our 2024 Annual Report.

Stock Repurchase Program. As of June 30, 2024, the aggregate remaining approved amount under our stock repurchase program is $789,737. Our stock repurchase program does not obligate us to acquire any amount of common stock and suspend at any time at our discretion.

Refer to Note 7, “Stockholders’ Equity,” of our condensed consolidated financial statements in Part I, Item 1 and to Part II, Item 2, “Unregistered Sales of Equity Securities and Use of Proceeds,” within this Quarterly Report for further information regarding our stock repurchase program and capital allocation strategy.

CASH FLOWS

The following table summarizes the major components of our condensed consolidated statements of cash flows for the periods presented:

	Three Months Ended June 30,			
	2024	2023	Change	
	Amount	Amount	Amount	%
Net cash provided by operating activities	$ 112,650	$ 125,262	$ (12,612)	(10.1)%
Net cash used in investing activities	(22,521)	(30,732)	8,211	26.7
Net cash used in financing activities	(151,861)	(25,619)	(126,242)	(492.8)
Effect of foreign currency exchange rates on cash and cash equivalents	(1,922)	(3,817)	1,895	49.6
Net change in cash and cash equivalents	**$ (63,654)**	**$ 65,094**	**$ (128,748)**	**(197.8)%**

Operating Activities. Our primary source of liquidity is net cash provided by operating activities, which is driven by our net income after non-cash adjustments and changes in working capital.

The decrease in net cash provided by operating activities during the three months ended June 30, 2024, compared to the prior period, was due to $70,111 of unfavorable changes in operating assets and liabilities partially offset by $57,499 of favorable net income after non-cash adjustments. The unfavorable changes in operating assets and liabilities were primarily due to increased purchases of inventory to support higher demand for our brands, increased accrual primarily for performance-based compensation related to the prior fiscal year, increased trade accounts receivable on higher net sales, partially offset by favorable changes due to timing of derivative cash settlements, tax refunds and payments, as well as receipt of goods and services relative to payments on trade accounts payable.

Investing Activities. The decrease in net cash used in investing activities during the three months ended June 30, 2024, compared to the prior period, was primarily due to lower capital expenditures for leasehold improvements for our warehouses and DCs.

Financing Activities. The increase in net cash used in financing activities during the three months ended June 30, 2024, compared to the prior period, was primarily due to a higher dollar value of stock repurchases.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Preparation of our condensed consolidated financial statements in accordance with US GAAP requires management to make estimates and assumptions that affect the amounts reported. Management bases these estimates and assumptions upon historical experience, existing and known circumstances, authoritative accounting pronouncements, and other factors that we believe to be reasonable, but actual results could differ materially from these estimates. In addition, management has considered the potential impact of macroeconomic factors, including inflation, foreign currency exchange rate volatility, changes in interest rates, changes in commodity pricing, changes in consumer discretionary spending, and recessionary concerns, on our business and operations. Although the full impact of these factors is unknown, management believes it has made appropriate accounting estimates and assumptions based on the facts and circumstances available as of the reporting date. However, actual results could differ materially from these estimates and assumptions, which may result in material effects on our financial condition, results of operations and liquidity. Refer to the sections titled “Use of Estimates” and “Recent Accounting Pronouncements” within Note 1, “General,” of our condensed consolidated financial statements in Part I, Item 1 within this Quarterly Report, for additional information regarding applicable key estimates and assumptions, as well as the impact of recent accounting pronouncements.

There have been no material changes to the critical accounting policies and key estimates and assumptions disclosed in the section titled “Critical Accounting Policies and Estimates” in Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” within our 2024 Annual Report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

In the normal course of business, our financial position and results of operations are subject to a variety of risks, including risks associated with commodity pricing, foreign currency exchange rates and, to a lesser extent, interest rates. We regularly assess these risks and have established policies and business practices designed to mitigate their effects. There have been no material changes in the quantitative and qualitative disclosures about market risk disclosed in Part II, Item 7A, “Quantitative and Qualitative Disclosures About Market Risk,” within our 2024 Annual Report.

ITEM 4. CONTROLS AND PROCEDURES

DISCLOSURE CONTROLS AND PROCEDURES

We maintain a system of disclosure controls and procedures, as defined in Rule 13a-15(e) under the Exchange Act, which are designed to provide reasonable assurance that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms. In designing and evaluating our disclosure controls and procedures, our management recognized that any system of controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, as ours is designed to do, and management necessarily is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. In addition, the design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Under the supervision and with the participation of management, we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as of June 30, 2024. Based on that evaluation, our PEO and Principal Financial and Accounting Officer (PFAO) concluded that our disclosure controls and procedures are effective at a reasonable assurance level as of June 30, 2024.

INTERNAL CONTROL OVER FINANCIAL REPORTING

There were no changes in our internal control over financial reporting identified in management’s evaluation pursuant to Rule 13a-15(d) of the Exchange Act during the three months ended June 30, 2024, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL AND ACCOUNTING OFFICER CERTIFICATIONS

The certifications of our PEO and PFAO required by Rule 13a-14(a) of the Exchange Act are filed as Exhibit 31.1 and Exhibit 31.2, and furnished as Exhibit 32, to this Quarterly Report. This Part I, Item 4, should be read in conjunction with such certifications for a more complete understanding of the topics presented.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

As part of our global policing program to protect our intellectual property rights, from time to time, we file lawsuits in various jurisdictions asserting claims for alleged acts of trademark counterfeiting, trademark infringement, patent infringement, trade dress infringement, and trademark dilution. We generally have multiple actions such as these pending at any given point in time. These actions may result in seizure of counterfeit merchandise, out-of-court settlements with defendants, or other outcomes. In addition, from time to time, we are subject to claims in which opposing parties will raise, either as affirmative defenses or as counterclaims, the invalidity or unenforceability of certain of our intellectual property rights, including allegations that the UGG brand trademark registrations and design patents are invalid or unenforceable. Furthermore, we are aware of many instances throughout the world in which a third-party is using our UGG brand and HOKA brand trademarks within its internet domain name. We are investigating several manufacturers and distributors of counterfeit UGG and HOKA brand products, as well as various markets for indications of counterfeit UGG and HOKA brand products.

From time to time, we are involved in various legal proceedings, disputes, and other claims arising in the ordinary course of business, including employment, intellectual property, and product liability claims. Although the results of these ordinary course matters cannot be predicted with certainty, we currently believe that the final outcome of these ordinary course matters will not, individually or in the aggregate, have a material adverse effect on our business, results of operations, financial condition, or cash flows. However, regardless of the merit of the claims raised or the outcome, these ordinary course matters can have an adverse impact on us as a result of legal costs, diversion of management's time and resources, and other factors.

ITEM 1A. RISK FACTORS

An investment in our common stock involves risks. Before making an investment decision, you should carefully consider all the information within Part I, Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations," as well as in our condensed consolidated financial statements and the related notes contained in Part I, Item 1 within this Quarterly Report. In addition, you should carefully consider the risks and uncertainties described in Part I, Item 1A, "Risk Factors," of our 2024 Annual Report, as well as in our other public filings with the SEC. If any of the identified risks are realized, our business, results of operations, financial condition, liquidity, and prospects could be materially and adversely affected. In that case, the trading price of our common stock may decline, and you could lose all or part of your investment. In addition, other risks of which we are currently unaware, or which we do not currently view to be material, could have a material adverse effect on our business, results of operations, financial condition, liquidity, and prospects.

During the three months ended June 30, 2024, there were no material changes to the risks and uncertainties described in Part I, Item 1A, "Risk Factors," of our 2024 Annual Report.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Unregistered Sales of Equity Securities

None.

Use of Proceeds

Not applicable.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Our Board of Directors (Board) has approved various authorizations under our stock repurchase program to repurchase shares of our common stock in the open market or in privately negotiated transactions, subject to market conditions, applicable legal requirements, and other factors (collectively, the stock repurchase program). Our Board last approved an additional authorization of $1,200,000 on July 27, 2022, to repurchase our common stock under the same conditions as the prior stock repurchase programs. As of June 30, 2024, the aggregate remaining approved amount under the stock repurchase program is $789,737.

Our stock repurchase program does not obligate us to acquire any amount of common stock and may be suspended at any time at our discretion. The agreements under our revolving credit facilities allow us to make stock repurchases under this program, so long as we do not exceed certain leverage ratios. As of June 30, 2024, we have not exceeded the stated leverage ratios and no defaults have occurred under our credit agreements.

Stock repurchase activity under our stock repurchase program during the three months ended June 30, 2024, was as follows:

	Total number of shares repurchased [1]	Average price per share paid	Dollar value of shares repurchased [2] [3]	Dollar value of shares remaining for repurchase [3]
April 1 - April 30, 2024	103,736	$ 833.72	$ 86,487	$ 855,217
May 1 - May 31, 2024	59,332	867.77	51,486	803,731
June 1 - June 30, 2024	13,888	1,007.63	13,994	789,737

[1] All share repurchases were made pursuant to our stock repurchase program in open-market transactions.
[2] The dollar value of shares repurchased excludes the cost of broker commissions, excise taxes, and other costs.
[3] May not calculate on rounded dollars.

Subsequent to June 30, 2024, through July 11, 2024, we repurchased 17,307 shares at an average price of $924.11 per share for $15,994, and had $773,743 remaining authorized under our stock repurchase program.

Refer to Note 7, “Stockholders’ Equity,” of our condensed consolidated financial statements in Part I, Item 1 within this Quarterly Report, for further information on repurchases of our common stock.

ITEM 5. OTHER INFORMATION

DIRECTOR AND EXECUTIVE OFFICER TRADING PLANS AND ARRANGEMENTS

Our directors and executive officers may enter into trading plans or other arrangements with financial institutions to purchase or sell shares of our common stock. These plans or arrangements may be intended to comply with the affirmative defense provisions of Rule 10b5-1 of the Exchange Act (Rule 10b5-1 trading plans), or they may represent non-Rule 10b5-1 trading arrangements, in each case as defined under Item 408(a) of Regulation S-K.

Set forth below is a summary of the adoption, modification, and termination activity of our directors and executive officers with respect to Rule 10b5-1 trading plans during the three months ended June 30, 2024:

Name & Title	Adoption Date	Termination Date	Contract End Date	Aggregate Shares Covered (in ones)
Dave Powers, Chief Executive Officer [1]	September 8, 2023	April 15, 2024 [2]	April 22, 2024	35,957
Stefano Caroti, Chief Commercial Officer [1]	March 7, 2024	June 6, 2024 [2]	August 31, 2024	5,000
Stefano Caroti, Chief Commercial Officer [1]	June 7, 2024	*	September 30, 2025	3,569
Steven Fasching, Chief Financial Officer	June 4, 2024	*	January 31, 2025	3,000
Anne Spangenberg, President, Fashion Lifestyle Group	June 4, 2024	*	June 1, 2025	2,781
Bonita Stewart, Director	June 4, 2024	*	May 29, 2025	2,250
Maha Ibrahim, Director	June 6, 2024	*	September 9, 2025	250

[1] As disclosed in Part I, Item 2 within this Quarterly Report, Mr. Powers retired as our Chief Executive Officer and President effective August 1, 2024, and Mr. Caroti succeeded Mr. Powers in these roles effective as of the same date. Mr. Powers is expected to continue to serve as a member of our Board, if elected by our stockholders at the Annual Meeting of Stockholders to be held on September 9, 2024.
[2] This trading plan was terminated automatically prior to the contract end date upon the sale of all shares covered by the plan.

*Not applicable.

During the three months ended June 30, 2024, no non-Rule 10b5-1 trading arrangements were adopted, modified, or terminated by our directors or executive officers.

ITEM 6. EXHIBITS

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
*10.1	Form of Change in Control and Severance Agreement
*31.1	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) under the Exchange Act, adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, as amended
*31.2	Certification of Principal Financial and Accounting Officer pursuant to Rule 13a-14(a) under the Exchange Act, adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, as amended
**32.1	Certification pursuant to 18 U.S.C. Section 1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, as amended
*101.INS	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)
*101.SCH	Inline XBRL Taxonomy Extension Schema Document
*101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
*101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
*101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
*101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
*104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Filed herewith.
** Furnished herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

DECKERS OUTDOOR CORPORATION
(Registrant)

/s/ STEVEN J. FASCHING

Steven J. Fasching
Chief Financial Officer
(Principal Financial and Accounting Officer)

Date: August 1, 2024

EXHIBIT 10.1

CHANGE IN CONTROL AND SEVERANCE AGREEMENT

THIS CHANGE IN CONTROL AND SEVERANCE AGREEMENT (the "Agreement") is made as of [DATE], by and between **DECKERS OUTDOOR CORPORATION**, a Delaware corporation (the "Company"), and [EXECUTIVE] (the "Executive") and is effective as [DATE] (the "Effective Date").

ARTICLE I
DUTIES AND TERMS

1.1 EMPLOYMENT. In consideration of their mutual covenants and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, as of the Effective Date the Company shall employ Executive, and the Executive hereby accepts such employment as [POSITION] upon the terms and conditions set forth in this Agreement.

1.2 POSITION AND RESPONSIBILITIES. The Executive will serve as [POSITION] and shall report to the Company's [SUPERVISOR]. The Executive's primary work location will be the Company's offices in Goleta, California, subject to business travel as needed for the Executive's position. The Executive shall perform all of the duties reasonably assigned to him/her by [SUPERVISOR], commensurate with his/her position as [POSITION], and shall observe and comply with the Company's rules and regulations regarding the performance of his/her duties and shall carry out and perform all reasonable orders, directions, and policies given to him/her by [SUPERVISOR] periodically, either orally or in writing, commensurate with his/her position as [POSITION]. The Executive shall at all times carry out the duties assigned to him/her in a loyal, trustworthy and businesslike manner.

1.3 AT-WILL EMPLOYMENT. Executive will continue to be employed as an at-will employee of the Company. Subject to the provisions of Articles III and IV, as an at-will employee, Executive is free to terminate his employment with the Company at any time, for any reason, and the Company has the similar right to terminate Executive's employment at any time, for any reason. Although the Company may choose to terminate Executive's employment for cause, Executive's employment is at-will and cause is not required.

1.4 PERSONNEL POLICIES. Except as otherwise provided herein, Executive shall be subject to the personnel policies of the Company applicable to management employees, and any amendments or revisions thereto. In the event of a conflict between this Agreement and the Company's personnel policies, the terms of this Agreement shall control.

ARTICLE II
COMPENSATION

For all services rendered by the Executive in any capacity during the Executive's employment under this Agreement, the Company will compensate the Executive as follows:

2.1 BASE SALARY. The Company will pay to the Executive an annual base salary to be paid in equal installments in accordance with the Company's general payment policies in effect during the term hereof (the "Base Salary"). The Base Salary shall be subject to review by the Company based on both Executive and Company performance and such base salary amount as may be set from time-to-time shall be "Base Salary" for purposes of this Agreement. This provision does not alter the at-will nature of Executive's employment or the provisions of Articles III and IV below.

2.2 MANAGEMENT INCENTIVE PROGRAM. The Executive shall be eligible to receive a targeted annual bonus based on Company and individual performance criteria established annually by the Compensation Committee (the "Incentive Bonus").

2.3 STOCK COMPENSATION. The Executive will be eligible to participate in the Company's stock compensation program at a level commensurate with like-level executive employees, subject to the terms of the program as set by the Board of Directors. The number, terms and types of stock compensation awards granted may vary from year to year.

2.4 ADDITIONAL BENEFITS. The Executive will be entitled to participate in all benefit and welfare programs, plans, and arrangements that are from time to time made available to the Company's like-level executive employees. These benefits currently include medical, dental and life insurance; Section 125 Flexible Spending Plan; 401(k) Retirement Plan; and Executive Vacation Plan.

ARTICLE III
TERMINATION OF EMPLOYMENT

3.1 GENERAL. While Executive is an at-will employee as provided in Section 1.3 above, the following conditions for termination of employment are set forth in order to determine the nature of Executive's compensation entitlement upon termination of employment as discussed in Article IV below. Neither the provisions of Article III nor Article IV of this Agreement shall alter the at-will nature of Executive's employment with the Company. Upon termination of Executive's employment, Executive shall be deemed to have automatically resigned as a director or officer of any of the Company's affiliates or subsidiaries in which Executive serves in any such capacity and during and after Executive's employment, Executive will assist Company in every proper way to evidence such resignation.

3.2 DEATH OF EXECUTIVE. The Executive's employment under this Agreement will automatically terminate upon the death of the Executive.

3.3 BY EXECUTIVE. The Executive may terminate the Executive's employment under this Agreement by giving Notice of Termination (as defined in Section 6.1 hereof) to the Company:

(a) for Good Reason (as defined in Section 6.1 hereof); and

(b) at any time without Good Reason.

3.4 BY COMPANY. The Company may terminate the Executive's employment under this Agreement by giving Notice of Termination to the Executive:

(a) in the event of Executive's Total Disability (as defined in Section 6.1 hereof);

(b) for Cause (as defined in Section 6.1 hereof); and

(c) at any time without Cause.

ARTICLE IV
COMPENSATION UPON TERMINATION OF EMPLOYMENT

If the Executive's employment hereunder is terminated, in accordance with the provisions of Article III hereof, and except for any other rights or benefits specifically provided for herein to be effective following the Executive's period of employment, the Company will provide compensation and benefits to the Executive only as follows:

4.1 UPON TERMINATION FOR DEATH OR DISABILITY. If the Executive's employment hereunder is terminated by reason of the Executive's death or Total Disability, the Company will:

(a) pay the Executive (or the Executive's estate) or beneficiaries any Base Salary that has accrued but was not paid as of the termination date (the "Accrued Base Salary");

(b) pay the Executive (or the Executive's estate) or beneficiaries for unused vacation days accrued as of the termination date in an amount equal to the Executive's Base Salary multiplied by a fraction the numerator of which is the number of accrued unused vacation days and the denominator of which is 260 (the "Accrued Vacation Payment");

(c) subject to Section 4.6 hereof, reimburse the Executive (or the Executive's estate) or beneficiaries for expenses incurred by him/her prior to the date of termination that are subject to reimbursement pursuant to this Agreement (the "Accrued Reimbursable Expenses");

(d) provide to the Executive (or the Executive's estate) or beneficiaries any accrued and vested benefits required to be provided by the terms of any Company-sponsored benefit plans or programs (the "Accrued Benefits"), together with any benefits required to be paid or provided in the event of the Executive's death or Total Disability under applicable law;

(e) pay the Executive (or the Executive's estate) or beneficiaries any Incentive Bonus with respect to a fiscal year prior to the fiscal year of termination that has been earned and accrued but has not been paid (the "Accrued Incentive Bonus"); plus a pro-rated portion of the Incentive Bonus based on the actual length of service during the fiscal year of termination and the target amount of such Incentive Bonus previously established by the Compensation Committee for that fiscal year, which shall be paid no later than the first to occur of the following: (i) March 15 of the year following the year in which the last day of the fiscal year of termination occurs; and (ii)

thirty (30) days following the Compensation Committee's determination of the Company's level of achievement of the performance criteria based upon the Company's financial statements for such fiscal year; and

(f) the Executive (or the Executive's estate) or beneficiaries shall have the right to exercise all vested unexercised stock options and warrants outstanding at the termination date in accordance with terms of the plans and agreements pursuant to which such options or warrants were issued.

4.2 UPON TERMINATION BY COMPANY FOR CAUSE OR BY EXECUTIVE WITHOUT GOOD REASON. If the Executive's employment is terminated by the Company for Cause, or if the Executive terminates the Executive's employment with the Company other than (x) upon the Executive's death or Total Disability or (y) for Good Reason, the Company will:

(a) pay the Executive the Accrued Base Salary;

(b) pay the Executive the Accrued Vacation Payment;

(c) subject to Section 4.6 hereof, pay the Executive the Accrued Reimbursable Expenses;

(d) pay the Executive the Accrued Benefits, together with any benefits required to be paid or provided under applicable law;

(e) pay the Executive any Accrued Incentive Bonus, and excluding any Incentive Bonus for the fiscal year of termination; and

(f) the Executive will have the right to exercise vested options and warrants in accordance with Section 4.1(f) hereof.

4.3 UPON TERMINATION BY THE COMPANY WITHOUT CAUSE. In the event the Executive has incurred a Separation from Service (within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulation Section 1.409A-1(h)) ("Separation from Service") by reason of a termination of the Executive's employment by the Company without Cause, the Company will:

(a) pay the Executive the Accrued Base Salary;

(b) pay the Executive the Accrued Vacation Payment;

(c) subject to Section 4.6 hereof, pay the Executive the Accrued Reimbursable Expenses;

(d) pay the Executive the Accrued Benefits, together with any benefits required to be paid or provided under applicable law;

(e) pay the Executive any Accrued Incentive Bonus; plus a pro-rated portion of the Incentive Bonus based on the actual length of service during the fiscal year of termination, and the target amount of such Incentive Bonus previously established by the Compensation Committee for that fiscal year, which shall be paid no later than the first to occur of the following: (i) March 15 of the year following the year in which the last day of the fiscal year of termination occurs and (ii) thirty (30) days following the Compensation Committee's determination of the Company's level of achievement of the performance criteria based upon the Company's financial statements for such fiscal year of termination;

(f) pay the Executive severance, commencing within sixty (60) days following the termination date, of [CEO: twenty-four (24) / NEO: twelve (12)] monthly payments equal to one-twelfth ($1/12^{th}$) of the Executive's Annual Base Salary in effect immediately prior to the time such termination occurs and paid on the regular monthly payroll dates of the Company in accordance with the Company's payroll practices as in effect on such termination date. Each installment payment made pursuant to this Section 4.3(f) shall be considered a separate payment for purposes of Section 409A of the Code (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)). Subject to the requirement that the Executive incurred a Separation from Service, severance will be mitigated on a dollar for dollar basis for any income received by Executive for duties performed for Company or any Affiliate of the Company during the twelve (12) months following termination;

(g) should Executive timely elect continued group health insurance coverage in accordance with the provisions of COBRA, the Company shall pay the premium amount for such continued group health insurance coverage for Executive and Executive's eligible dependents for the first [CEO: twenty-four (24) / NEO: twelve (12)] months of such coverage in accordance with the COBRA regulations. At the end of that [CEO: twenty-four (24) / NEO: twelve (12)] month period, Executive shall be fully responsible for direct payment of the premium amount for continued group health insurance coverage under COBRA without any further notice from the Company. In addition, the Company shall no longer be required to pay such monthly premium amount if during the applicable [CEO: twenty-four (24) / NEO: twelve (12)] month period Executive becomes eligible for paid health insurance through other employment, and Employee agrees to promptly provide the Company notice in the event of such coverage eligibility; and

(h) the Executive shall have the right to exercise vested options and warrants in accordance with Section 4.1(f).

4.4 UPON CHANGE IN CONTROL AND TERMINATION BY THE COMPANY WITHOUT CAUSE OR BY EXECUTIVE FOR GOOD REASON. In the event the Executive has incurred a Separation from Service by reason of a termination of the Executive's employment, within two (2) years after a Change in Control, by the Company without Cause or by the Executive for Good Reason, the Company will:

(a) pay the Executive the Accrued Base Salary;

(b) pay the Executive the Accrued Vacation Payment;

(c) subject to Section 4.6 hereof, pay the Executive the Accrued Reimbursable Expenses;

(d) pay the Executive the Accrued Benefits, together with any benefits required to be paid or provided under applicable law;

(e) pay the Executive any Accrued Incentive Bonus; plus a pro-rated portion of the Incentive Bonus based on the actual length of service during the fiscal year of termination and the target amount of such Incentive Bonus previously established by the Compensation Committee for that fiscal year, payable in lump sum within sixty (60) days after Executive's date of termination;

(f) pay the Executive severance of [CEO: two and one-half (2.5) / NEO: two (2.0)] times Executive's Annual Base Salary in effect immediately prior to the time such termination occurs plus the greater of (x) one and one-half (1.5) times the targeted Incentive Bonus immediately prior to the time such termination occurs or (y) one and one-half (1.5) times the average actual Incentive Bonus for the previous three (3) years, whichever is greater, in lump sum within sixty (60) days after Executive's date of termination;

(g) should Executive timely elect continued group health insurance coverage in accordance with the provisions of COBRA, the Company shall pay the premium amount for such continued group health insurance coverage for Executive and Executive's eligible dependents for the first [CEO: thirty (30) / NEO: twenty-four (24)] months of such coverage in accordance with the COBRA regulations. At the end of that [CEO: thirty (30) / NEO: twenty-four (24)] month period, Executive shall be fully responsible for direct payment of the premium amount for continued group health insurance coverage under COBRA without any further notice from the Company. In addition, the Company shall no longer be required to pay such monthly premium amount if during the applicable [CEO: thirty (30) / NEO: twenty-four (24)] month period Executive becomes eligible for paid health insurance through other employment, and Employee agrees to promptly provide the Company notice in the event of such coverage eligibility; and

(h) the Executive shall have the right to exercise vested options and warrants in accordance with Section 4.1(f).

4.5 RELEASE. Notwithstanding any provision herein to the contrary, the Company may require that, prior to payment of any amount or provision of any benefit pursuant to subsection (f) or (g) of Sections 4.3 and 4.4, Executive shall have executed, on or prior to the Release Expiration Date, a customary general release in favor of the Company in the form attached hereto as Exhibit A, and any waiting periods contained in such release shall have expired. To the extent that the Company requires execution of such release, the Company shall deliver such release to Executive within five (5) business days following the termination of Executive's employment hereunder. In the event that (a) Executive fails to execute such release on or prior to the Release Expiration Date, Executive shall not be entitled to any payments or benefits pursuant to subsections (f) or (g) of Sections 4.3 and 4.4 and (b) the terms of such release are such that the permissible period for executing such release spans two tax years, then any payments or benefits pursuant to Sections 4.3 and 4.4 shall commence in the second of the two tax years.

4.6 ACCRUED REIMBURSABLE EXPENSES. Without limiting the Company's obligation under Sections 4.1(c), 4.2(c), 4.3(c) and 4.4(c) hereof, the reimbursement of any Accrued Reimbursable Expenses shall be made no later than December 31 of the year following the year in which the expense was incurred.

4.7 SECTION 409A.

(a) Notwithstanding anything herein to the contrary, to the extent (i) any amount or benefit payable to the Executive pursuant to Sections 4.1, 4.2, 4.3 or 4.4 is treated as non-qualified deferred compensation subject to Section 409A of the Code, (ii) the Company's securities are publicly traded on the date of the Executive's termination of employment, (iii) the Executive is determined by the Company to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, and (iv) the Company determines that delayed commencement of any portion of the amounts payable to Executive pursuant to Sections 4.1, 4.2, 4.3 or 4.4 is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code (any such delayed commencement, a "Payment Delay"), then such portion of the Executive's payments and/or benefits described in Sections 4.2, 4.3 or 4.4, as the case may be, shall not be provided to Executive prior to the earlier of (A) the expiration of the six-month period measured from the date of the Executive's date of termination, (B) the date of the Executive's death or (C) such earlier date as is permitted under Section 409A. Upon the expiration of the applicable Code Section 409A(a)(2)(B)(i) deferral period, all payments deferred pursuant to a Payment Delay shall be paid in a lump sum to Executive on the first day following such expiration, and any remaining payments due under Sections 4.1, 4.2, 4.3 or 4.4 shall be paid as otherwise provided herein.

(b) Notwithstanding anything in this Section 4.7 to the contrary, to the maximum extent permitted by applicable law, amounts payable to Executive pursuant to Sections 4.1, 4.2, 4.3 or 4.4, as the case may be, shall be made in reliance upon the Section 409A Safe Harbor Limit (as defined in Article VI) and/or the exception for short-term deferrals (as set forth in Treasury Regulation Section 1.409A-1(b)(4)).

ARTICLE V
ADDITIONAL AGREEMENTS

6.1 OTHER AGREEMENTS. As further material consideration for the Company entering into this Agreement, the Executive will also execute the Company's standard employee confidentiality agreement, inventions assignment agreement, employee handbook and any other agreements or policies required to be executed by all like level executives of the Company.

6.2 EXECUTIVE'S RESTRICTIVE COVENANTS UPON TERMINATION. If the Executive's employment is terminated for any reason, Executive agrees:

(a) To keep all of the Company's Trade Secrets confidential in perpetuity in accordance with the Company's policy;

(b) To not use, directly or indirectly, any of the Company's Trade Secrets for the benefit of any other person or entity, or to otherwise compete against the Company, directly or indirectly;

(c) To not hire or solicit for hire or consultation employees of the Company for a period of one (1) year after termination of employment; and

(d) To refrain from making, directly or indirectly, either orally or in writing, any critical, disparaging, denigrating, or untrue statements about the Company or any of its affiliated and related entities, and their respective agents, officers, directors, shareholders, members, managers, employees, attorneys, insurers, subsidiaries, predecessors, successors and assigns, or the Company's products, services or business. However, nothing in this Agreement prevents Executive from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Executive has reason to believe is unlawful. This subsection shall not apply 1) if Executive is compelled to testify in a legal proceeding, including any legal proceeding between the parties to the Agreement, and 2) in connection with Executive filing a charge with, participating in a proceeding before or otherwise communicating with any federal, state or local governmental agency or commission.

ARTICLE VI
MISCELLANEOUS

6.1 DEFINITIONS. For purposes of this Agreement, the following terms will have the following meanings:

(a) "Accrued Base Salary" - as defined in Section 4.1(a) hereof.

(b) "Accrued Benefits" - as defined in Section 4.1(d) hereof.

(c) "Accrued Incentive Bonus" - as defined in Section 4.1(e) hereof.

(d) "Accrued Reimbursable Expenses" - as defined in Section 4.1(c) hereof.

(e) "Accrued Vacation Payment" - as defined in Section 4.1(b) hereof.

(f) "Affiliate" of a Person means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the first Person. "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise.

(g) "Incentive Bonus" as defined in Section 2.2 hereof.

(h) "Base Salary" as defined in Section 2.1 hereof.

(i) "Cause" will mean a termination of employment as a result of any of the following: material malfeasance or nonfeasance in the performance of Executive's duties not corrected within 10 days after written notice thereof, unless such malfeasance or nonfeasance is not reasonably subject to correction as determined in the discretion of the Board; violation of the Company's Insider Trading Policies; engaging in conduct which is materially injurious to the Company or its Affiliates, or any of their respective customer or supplier relationships, financially or otherwise; engaging in unlawful discrimination or harassment of employees or any third party while on the Company's premises or engaged in Company business; material breach of this Agreement or Executive's obligations hereunder; breach of the Trade Secret and Confidentiality Agreement and Invention Agreement; conviction of a felony or any crime involving fraud, theft, embezzlement, dishonesty or moral turpitude; or unauthorized absence from work for more than three (3) days.

(j) "Change in Control" will have the meaning set forth for "Corporate Transaction", including, without limitation, all qualifications thereof, in the 2015 Stock Incentive Plan of the Company, as the same may be amended from time to time.

(k) "Compensation Committee" means the Compensation Committee of the Company's Board of Directors.

(l) "Good Reason" will mean, without the consent of the Executive if within two (2) years after a Change in Control, there is a material reduction of the Executive's total compensation, benefits, and perquisites (excluding a material reduction resulting from a decrease in value of the Company's stock), the Company's relocation is greater than fifty (50) miles from the location where the Executive performs services, or a material change in the Executive's authority duties or responsibilities; provided, however, no such event shall constitute "Good Reason" hereunder unless the Executive shall have given written notice to the Company of Executive's intent to resign for "Good Reason" within thirty (30) days after the Executive first becomes aware of the occurrence of any such event (specifying the nature and scope of the event), such event or occurrence shall not have been cured no later than thirty (30) days after the Company's receipt of such notice and the Executive shall have resigned no later than ninety (90) days after the expiration of such thirty (30) day cure period.

(m) "Notice of Termination" will mean a notice which shall indicate the specific termination provision of this Agreement relied upon and shall generally set forth the basis for termination of the Executive's employment under the provision so indicated.

(n) "Person" means any natural person, firm, partnership, association, corporation, company, limited liability company, limited partnership, trust, business trust, governmental authority, or other entity.

(o) "Release Expiration Date" shall mean the date which is twenty-one (21) days following the date upon which the Company delivers to Executive the release contemplated in Section 4.5 above, or, in the event that such termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date which is forty-five (45) days following such delivery date.

(p) "Retirement" will mean normal retirement at age 65.

(q) "Section 409A Safe Harbor Limit" will mean, as determined in accordance with Treasury Regulation §1.409A-1(b)(9)(iii), an amount equal to two (2) times the lesser of (i) Executive's annual rate of compensation for the taxable year immediately preceding the taxable year in which Executive's employment is terminated by the Company, or (ii) the dollar amount in effect under Section 401(a)(17) of the Code for the taxable year in which Executive's employment is terminated.

(r) "Severance" will mean payments after termination of Executive's employment.

(s) "Total Disability" will mean the Executive's failure substantially to perform the Executive's duties hereunder on a full-time basis for a period exceeding one hundred eighty (180) consecutive days or for periods aggregating more than one hundred eighty (180) days during any twelve (12) month period as a result of incapacity due to physical or mental illness. If there is a dispute as to whether the Executive is or was physically or mentally unable to perform the Executive's duties under this Agreement, such dispute will be submitted for resolution to a licensed physician agreed upon by the Company and the Executive, or if an agreement cannot be promptly reached, the Company and the Executive will promptly each select a physician, and if these physicians cannot agree, the physicians will promptly select a third physician whose decision will be binding on all parties. If such a dispute arises, the Executive will submit to such examinations and will provide such information as such physician(s) may request, and the determination of the physician(s) as to the Executive's physical or mental condition will be binding and conclusive. Notwithstanding the foregoing, if the Executive participates in any group disability plan provided by the Company, which offers long-term disability benefits, "Total Disability" will mean total disability as defined therein.

6.2 KEY MAN INSURANCE. The Company will have the right, in its sole discretion, to purchase "key man" insurance on the life of the Executive. The Company shall be the owner and beneficiary of any such policy. If the Company elects to purchase such a policy, the Executive will take such physical examinations and supply such information as may be reasonably requested by the insurer.

6.3 PARACHUTE PAYMENTS. If any payment or benefit due under this Agreement, together with all other payments and benefits (including, without limitation, the acceleration of vesting of stock options, restricted stock and performance shares) to which the Executive is entitled from the Company, or any affiliate thereof, would (if paid or provided) constitute an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code, or any successor provision), the amounts otherwise payable and benefits otherwise due under this Agreement will either (a) be delivered in full, or (b) be limited to the minimum extent necessary to ensure that no portion thereof will fail to be tax-deductible to the Company by reason of Section 280G of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state or local income and employment taxes and the excise tax imposed under Section 4999 of the Code, results in the Executive's receipt, on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be subject to the excise tax imposed

under Section 4999 of the Code. In the event that the payments and/or benefits are to be reduced pursuant to this Section 6.3, such payments and benefits shall be reduced such that the reduction of compensation to be provided to Executive as a result of this Section 6.3 is minimized. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code and where two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro-rata basis but not below zero.

6.4 SUCCESSORS; BINDING AGREEMENT. This Agreement will be binding upon any successor to the Company and will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, beneficiaries, designees, executors, administrators, heirs, distributees, devisees and legatees.

6.5 MODIFICATION; NO WAIVER. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. No term or condition of this Agreement will be deemed to have been waived, nor will there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument by the party charged with such waiver or estoppel. No such written waiver will be deemed a continuing waiver unless specifically stated therein, and each such waiver will operate only as to the specific term or condition waived and will not constitute a waiver of such term or condition for the future or as to any other term or condition.

6.6 SEVERABILITY. The covenants and agreements contained herein are separate and severable and the invalidity or unenforceability of any one or more of such covenants or agreements, if not material to the employment arrangement that is the basis for this Agreement, will not affect the validity or enforceability of any other covenant or agreement contained herein.

6.7 FORM OF NOTICE TO PARTIES. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or (c) sent by next-day or overnight mail or delivery or (d) sent by telecopy or telegram, to the following address:

If to the Executive: _____
_____
_____

If to the Company Deckers Outdoor Corporation
250 Coromar Drive
Goleta, CA 93117
Attn: CEO

or, in each case, at such other address as may be specified in writing to the other parties hereto.

All such notices, requests, demands, waivers and other communications shall be deemed to have been received (w) if by personal delivery on the day after such delivery, (x) if by certified or registered mail, on the seventh business day after the mailing thereof, (y) if by next-day or overnight mail or delivery, on the day delivered, (z) if by telecopy or telegram, on the next day following the day on which such telecopy or telegram was sent, provided that a copy is also sent by certified or registered mail.

6.8 ASSIGNMENT. This Agreement and any rights hereunder will not be assignable by either party without the prior written consent of the other party except as otherwise specifically provided for herein.

6.9 ENTIRE UNDERSTANDING. This Agreement constitutes the entire understanding between the parties hereto and no agreement, representation, warranty or covenant has been made by either party except as expressly set forth herein, and supersedes any change of control and severance agreement entered into by Company and Executive.

6.10 EXECUTIVE'S REPRESENTATIONS. The Executive represents and warrants that neither the execution and delivery of this Agreement nor the performance of the Executive's duties hereunder violates the provisions of any other agreement to which he is a party or by which he is bound.

6.11 GOVERNING LAW. This Agreement will be construed in accordance with the laws of the State of California, without regard to the conflict of laws provisions thereof, with venue proper only in the County of Santa Barbara, California.

6.12 ARBITRATION.

(a) Except as provided in Section 6.12(c) below, Executive and the Company (the "Parties") agree that, unless otherwise required by law, any dispute or controversy between Parties as further defined in subsections (b) and (c) below shall be finally settled by binding arbitration, to be held in Santa Barbara, California under the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association as then in effect (the "Rules"). Executive may obtain a copy of the Rules by accessing the AAA website at www.adr.org., or by requesting a copy from the Company's General Counsel. By signing this Agreement, Executive acknowledges that s/he has had an opportunity to review the Rules before signing this Agreement. The arbitrator(s) may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator(s) shall be final, conclusive and binding on the parties to the arbitration, and judgment may be entered on the decision of the arbitrator(s) in any court having jurisdiction.

(b) The claims subject to arbitration under this section 6.12 include (i) claims arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination of this Agreement; (ii) claims for violations of confidentiality, privacy or trade secret restrictions; (iii) claims that could be asserted in court, including claims for wrongful termination; breach of any express or implied contract or covenant; breach of any duty owed to Executive; claims for personal, physical or emotional injury; claims arising out of, related to, or in connection with fraud, misrepresentation, defamation and any other

tort claims; claims for wages or other compensation due, penalties, benefits, or reimbursement of expenses; claims arising out of, relating to, or in connection with discrimination, harassment or retaliation of any kind; claims arising out of, relating to, or in connection with retaliation; claims for violation of any federal, state or other governmental constitution, statute, ordinance or regulation (as enacted or as amended), including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Age Discrimination in Employment Act ("ADEA"), the Americans with Disabilities Act ("ADA"), the federal Fair Labor Standards Act ("FLSA"), the Employee Retirement Income Security Act ("ERISA"), the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the California Fair Employment and Housing Act, the California Labor Code, the California Wage Orders and any other federal, state or other applicable governmental constitution, statute, ordinance or regulation (as originally enacted or amended) covering similar subjects.

(c) This agreement to arbitrate does not cover claims that cannot be arbitrated as a matter of law, which include (i) administrative claims properly presented to an administrative agency, such as the Equal Employment Opportunity Commission (EEOC) or federal Department of Labor (Wage and Hour Division), or any equivalent state administrative agency, except that if any such claim is dismissed from the administrative agency's jurisdiction, the parties must then submit to binding arbitration pursuant to this Agreement, and except that Executive may (but is not required to) choose arbitration to resolve Executive's dispute rather than pursuing a claim with an administrative agency; (ii) claims for workers' compensation benefits; (iii) claims for unemployment compensation benefits; (iv) claims based upon any Company employee benefit and/or welfare plan that contains an appeal procedure or other procedure for the resolution of disputes under the plan; and (v) claims based on the National Labor Relations Act.

(d) The arbitrator shall decide any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including but not limited to arbitrability of any claim under this section 6.12. The same statute of limitations, remedies and defenses that would apply to and be available on claims in court will apply and be available on the claims in arbitration. The arbitrator will have the authority to award any remedy or relief that would have been available to Executive or the Company had the matter been heard in court, including an award of attorneys' fees and costs to the prevailing party to the extent such an award is authorized by applicable law.

(e) The arbitrator(s) shall apply California law to the merits of any dispute or claim, without reference to rules of conflicts of law. The decision of the arbitrator shall be in writing and shall provide the reasons for the arbitrator's award unless the Parties otherwise agree in writing.

(f) This agreement to arbitrate subject to and shall be enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq.

(g) The Company shall pay all of the costs of arbitration, including the arbitrator's fees, except Executive shall pay the fees that s/he would normally have to pay in order to bring a lawsuit in a court of law.

(h) Executive agrees that in any arbitration between Executive and the Company, Executive will assert only his/her own individual claims, and will not assert any claims on behalf of any other person or class of persons. Executive hereby waive any rights to bring a class action against the Company, or to participate as a class member in any class action brought by any third party against the Company.

(i) The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without abridgement of the powers of the arbitrator. The arbitrator's award will be enforceable in any court having proper jurisdiction.

(j) EXECUTIVE HAS READ AND UNDERSTANDS THIS SECTION, WHICH DISCUSSES ARBITRATION. EXECUTIVE UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, EXECUTIVE AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF TO BINDING ARBITRATION, UNLESS OTHERWISE REQUIRED BY LAW, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF EXECUTIVE'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO HIS/HER RELATIONSHIP WITH THE COMPANY, INCLUDING BUT NOT LIMITED TO, CLAIMS OF HARASSMENT, DISCRIMINATION, WRONGFUL TERMINATION AND ANY STATUTORY CLAIMS.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Change in Control and Severance Agreement as of the day and year first above written.

COMPANY:

DECKERS OUTDOOR CORPORATION

By: _____

Dave Powers
Chief Executive Officer

EXECUTIVE:

_____

Signature

_____

[NAME]

EXHIBIT A

GENERAL RELEASE

1. Employee's employment with Deckers Outdoor Corporation, a Delaware corporation (the "Company") ceased effective _____.

2. Employee represents and agrees that Employee has received all compensation owed to Employee by the Company through Employee's termination date, including all wages, bonuses, commissions, earned but unused vacation, reimbursable business expenses, and any other payments, benefits, or other compensation of any kind to which Employee was or is entitled from the Company. Employee acknowledges that this compensation will be paid to Employee regardless of whether Employee signs the Change in Control and Severance Agreement dated _____ (the "Agreement") and this General Release.

3. Employee represents to the Company that Employee is signing this General Release (this "General Release") voluntarily and with a full understanding of and agreement with its terms for the purpose of receiving severance pay and benefits from the Company as described in the Agreement.

4. In reliance on the Employee's promises, representations, and releases in this Agreement, upon the Company's receipt of this executed General Release, and conditioned on Employee not revoking this executed General Release as provided in Section 7 below, the Company will provide Employee with the severance payments and benefits described in the Agreement, less legally required withholding and payroll deductions.

5. In exchange for the consideration provided to Employee as set forth above and in the Agreement, Employee irrevocably and unconditionally releases and discharges the Company and all affiliated and related entities, and their respective agents, officers, directors, shareholders, members, managers, employees, attorneys, insurers, subsidiaries, predecessors, successors and assigns ("Releasees"), from any and all claims, liabilities, obligations, promises, causes of actions, actions, suits, or demands, of whatsoever kind or character, known or unknown, suspected to exist or not suspected to exist, anticipated or not anticipated, arising from or relating to any omissions, acts or facts that have occurred up until and including the date of this Agreement, including but not limited to those arising from or related or attributable to Employee's employment with the Company and his/her separation from such employment ("Claims"). Such Claims include, but are not limited to, claims based upon any violation of the Company's policies and regulations or any written or oral contract or agreement between the Company and Employee; tort and common law claims including but not limited to claims for wrongful or retaliatory discharge, emotional distress, defamation, slander, libel or false imprisonment, claims for attorneys' fees, back pay, front pay or reinstatement; claims for penalties of any kind or nature; claims based upon employment discrimination or harassment of any kind or nature, and claims based upon alleged violation of: the California Fair Employment and Housing Act (California Government Code section 12900, et seq.); the Unruh Civil Rights Act (California Civil Code section 51); the California Family Rights Act (California Government Code sections 12945.2 and 19702.3); the California Labor Code; the Equal Pay Act of 1963, as amended (29 U.S.C. section 206(d) et. seq.); the California Fair Pay Act (California Labor

Code section 1197.5); Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. section 2000e et seq.); the Employee Retirement Income Security Act of 1974, as amended (29 U.S.C. section 1001 et seq.); the Family Medical Leave Act (29 U.S.C. section 2601 et seq.); the Fair Labor Standards Act of 1938, as amended (29 U.S.C. section 201, et seq.); the United States and California Constitutions; the Americans With Disabilities Act, as amended (42 U.S.C. section 12101, et seq.); 42 U.S. C. sections 1981 and 1983; State or Federal wage and hour laws; or any other State, Federal or local statutes or laws. Employee further acknowledges that such Claims also include claims based on the Age Discrimination in Employment Act, as amended (29 U.S.C. section 621, et seq.) and the Older Workers Benefit Protection Act (29 U.S.C. §626(f)), as amended. The provisions of this Agreement do not release claims that cannot be released as a matter of law.

6. The provisions of this Agreement do not preclude Employee from filing suit to challenge the Company's compliance with the waiver requirements of the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act. Employee further acknowledges that nothing in the Agreement prohibits or prevents Employee from filing a charge with the Equal Employment Opportunity Commission, California Department of Fair Employment and Housing, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission (each a "Government Agency"), or participating, testifying or assisting in any investigation, hearing or other proceeding before any Government Agency. However, Employee acknowledges that to the maximum extent permitted by law, he/she is not entitled to any monetary damages or other individual relief resulting from any charge, claim or complaint pertaining or otherwise relating to the released Claims that is filed with any Government Agency, except nothing in this Agreement prohibits or prevents Employee from receiving individual monetary awards or other individual relief by virtue of providing information to the U.S. Securities and Exchange Commission or filing a charge, claim or complaint protected under the whistleblower provisions of federal law or regulations or participating in a federal whistleblower programs including but not limited to any such programs managed by the U.S. Securities and Exchange Commission and/or the Occupational Safety and Health Administration.

7. It is further understood and agreed that as a condition of this Agreement, all rights under Section 1542 of the Civil Code of the State of California are expressly waived by Employee. Such Section reads as follows:

> "A general release does not extend to claims which 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."

Notwithstanding Section 1542, and for the purpose of implementing a full and complete release and discharge of the Releasees, Employee expressly acknowledges that this Agreement is intended to include and does include in its effect, without limitation, all claims which Employee does not know or suspect to exist in Employee's favor against the Releasees at the time of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

8. Employee acknowledges that she/he was provided a copy of this Agreement on _____, 20__, and has been given until _____, 20__ (the "Acceptance Deadline") [MUST BE A PERIOD OF AT LEAST 21 DAYS] to review and consider this Agreement. To accept this Agreement, the Agreement, signed and dated by Employee, must be received in the office of General Counsel of the Company by no later than the Acceptance Deadline. Employee acknowledges that she/he may sign and return this Agreement prior to the Acceptance Deadline if he/she voluntarily wishes to do so. If the executed Agreement is not received by the Acceptance Deadline as provided in this section, then the Agreement will no longer be open for acceptance by Employee, and will be of no further force or effect without any further action by the Company.

9. Employee further acknowledges that she/he has been advised that she/he has seven (7) days from the date this Agreement is signed by Employee to revoke this Agreement. To be effective, the revocation must be in writing and must be received by _____ General Counsel of the Company on or before midnight on the seventh (7th) day after this Agreement is signed by Employee. The Company's obligation to provide severance pay or other benefits under this Agreement does not become final and binding until the expiration of the seven (7) day revocation period and so long as this Agreement has not been revoked during such period.

10. THIS IS REQUIRED TO RELEASE AGE DISCRIMINATION CLAIMS. Employee further acknowledges that she/he had the right to, and was encouraged to, consult with legal counsel regarding this Agreement prior to signing it.

11. This Separation Agreement and General Release shall not be construed as an admission by the Company of any improper, wrongful, or unlawful actions, or any other wrongdoing against Employee, and the Company specifically disclaims any liability to or wrongful acts against Employee on the part of itself, its employees and its agent.

12. This Agreement may be modified only by written agreement signed by both parties.

Dated: _____

EMPLOYEE:

_____

Dated: _____

COMPANY:
DECKERS OUTDOOR CORPORATION

By: _____

Name: _____

Its: _____

EXHIBIT 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Stefano Caroti, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Deckers Outdoor Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 1, 2024

/s/ STEFANO CAROTI

Stefano Caroti
Chief Executive Officer and President
Deckers Outdoor Corporation
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL AND ACCOUNTING OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Steven J. Fasching, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Deckers Outdoor Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 1, 2024

/s/ STEVEN J. FASCHING

Steven J. Fasching
Chief Financial Officer
Deckers Outdoor Corporation
(Principal Financial and Accounting Officer)

EXHIBIT 32.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL AND ACCOUNTING OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

The undersigned hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to their knowledge, the Quarterly Report on Form 10-Q of Deckers Outdoor Corporation (the "Company") for the quarter ended June 30, 2024 (the "Report"), as filed with the Securities and Exchange Commission on the date hereof, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the Report.

/s/ STEFANO CAROTI
Stefano Caroti
Chief Executive Officer and President
Deckers Outdoor Corporation
(Principal Executive Officer)

/s/ STEVEN J. FASCHING
Steven J. Fasching
Chief Financial Officer
Deckers Outdoor Corporation
(Principal Financial and Accounting Officer)

Date: August 1, 2024

This certification is being furnished solely to accompany the Report pursuant to Rule 13a-14(b) or Rule 15d-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350 and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. This certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that the Company specifically incorporates it by reference. A signed original of this certification has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission upon request.