

EXHIBIT A-3

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

Civil Action No. 07-cv-02351-PAB-KLM (Consolidated With: Civil Action No. 07-cv-02412-MSK, 07-cv-02454-EWN, 07-cv-02465-WYD, and 07-cv-02469-DME)

In re Crocs, Inc., Securities Litigation

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To recover as a member of the Settlement Class based on your claims in the action entitled *In re Crocs, Inc. Securities Litigation*, Case No. 07-cv-02351-PAB-KLM (the "Action"), YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE _____, 2012 TO THE FOLLOWING ADDRESS:

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

2. If you fail to properly and fully complete this Proof of Claim and Release form or fail to send it to the Claims Administrator before the deadline set forth above, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Action. If you are a Member of the Settlement Class, you are bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND

RELEASE FORM unless you timely and validly request exclusion from the Settlement Class pursuant to the Notice.

Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the Settlement in the Action.

3. If you are NOT a Member of the Settlement Class, as defined in the Notice of Pendency and Proposed Partial Settlement of Class Action (“Notice”), DO NOT submit a Proof of Claim and Release form

II. DEFINITIONS

1. “Crocs” means Crocs, Inc.
2. “Defendants” means Crocs, the Individual Defendants, and Deloitte.
3. “Deloitte” means Deloitte & Touche LLP.
4. “Individual Defendants” means Ronald R. Snyder, Peter S. Case, Russell Hammer, John P. McCarvel, Scott Crutchfield, Michael E. Marks, Raymond D. Croghan, Michael E. Margolis, Richard L. Sharp, and Thomas J. Smach.
5. “Released Parties” means collectively, each and all of the Settling Defendants, each and all of the Settling Defendants’ respective past, present, or future parents, subsidiaries, affiliates, successors, predecessors, assigns, any entity in which any Settling Defendant has or had a controlling interest (directly or indirectly), members of an Individual Defendant’s immediate family, any entity in which any member of any Individual Defendant’s immediate family has or had a controlling interest (directly or indirectly), and any trust of which any Individual Defendant is the settler or which is for the benefit of any Individual Defendant and/or member(s) of his family, and each and all of their respective past, present, or future accountants, administrators, advisors, affiliates, agents, analysts, assignees, assigns, associates, attorneys, co-insurers,

commercial bank lenders, consultants, controlling shareholders, directors, divisions, domestic partners, employees, employers, executors, financial advisors, general or limited partners, general or limited partnerships, heirs, insurers, investment advisors, investment bankers, investment banks, joint ventures and joint venturers, managers, marital communities, members, officers, parents, personal or legal representatives, predecessors, principals, reinsurers, representatives, shareholders, current and former spouses, subsidiaries, successors, and underwriters. "Released Parties" expressly does not include Deloitte.

6. "Settling Defendants" means Crocs and the Individual Defendants.

7. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Stipulation and Agreement of Partial Class Settlement dated May 14, 2012 ("Stipulation").

III. CLAIMANT IDENTIFICATION

1. If you purchased or acquired Crocs securities and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

2. Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record ("nominee"), if different from the beneficial purchaser of Crocs securities which form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S), OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE CROCS SECURITIES UPON WHICH THIS CLAIM IS BASED.**

3. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of Persons represented by them; their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

IV. CLAIM FORM

1. Use Part II of this form entitled "Schedule of Transactions in Crocs Securities" to supply all required details of your transaction(s) in Crocs securities purchased or acquired during the Settlement Class Period. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to *all* of your purchases or acquisitions and all of your sales of Crocs securities which took place at any time beginning April 2, 2007 through April 14, 2008, inclusive (the "Settlement Class Period"), whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction in the Settlement Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

4. The date of covering a "short sale" is deemed to be the date of purchase of Crocs securities. The date of a "short sale" is deemed to be the date of sale of Crocs securities.

5. Broker confirmations or other documentation of your transactions in Cross securities should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

6. The above requests are designed to provide the minimum amount of information necessary to process the simplest claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In some cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Settlement Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the hiring of an accounting expert at the Claimant's cost.

UNITED STATES DISTRICT COURT
DISTRICT OF COLORADO

In re Crocs, Inc., Securities Litigation

Case No. 07-cv-02351-PAB-KLM

PROOF OF CLAIM AND RELEASE

Must be Postmarked No Later Than:

_____, 2012

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Street Address

City

State

Zip Code

Foreign Province

Foreign Country

Social Security Number or
Taxpayer Identification Number

Individual

Corporation/Other

Area Code

Telephone Number

(work)

Area Code

Telephone Number

(home)

Record Owner's Name (if different from beneficial owner listed above)

PART II: SCHEDULE OF TRANSACTIONS IN CROCS SECURITIES

- A. Number and type of Crocs securities held at the beginning of trading on April 2, 2007: _____, _____¹
- B. Purchases or Acquisitions of Crocs securities (April 2, 2007 – April 14, 2008, inclusive):

Trade Date Mo. Day Year	Number of Securities Purchased or Acquired	Type of Security ¹	Total Purchase or Acquisition Price	Enter "E" if Exercised or "A" if Assigned	Date of Exercise or Assignment
1. _____	1. _____	1. _____	1. _____	_____	_____
2. _____	2. _____	2. _____	2. _____	_____	_____
3. _____	3. _____	3. _____	3. _____	_____	_____

- C. Please list the number of shares of Crocs securities purchased or acquired during the period April 15, 2008 to July 13, 2008, inclusive.

Number of Securities Purchased or Acquired	Type of Security ¹
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

- D. Sales of Crocs securities (April 2, 2007 – April 14, 2008, inclusive):

Trade Date Mo. Day Year	Number of Securities Sold	Type of Security ¹	Total Sales Price	Enter "E" if Exercised or "A" if Assigned	Date of Exercise or Assignment
1. _____	1. _____	1. _____	1. _____	_____	_____
2. _____	2. _____	2. _____	2. _____	_____	_____
3. _____	3. _____	3. _____	3. _____	_____	_____

- E. Number and type of Crocs securities held at close of trading on July 13, 2008: _____, _____¹

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 11.

¹ A = common stock
B = warrants
C = options

V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of Colorado, with respect to my (our) claim as a Settlement Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to Plaintiffs' Counsel to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, or sales of Crocs securities during the Settlement Class Period and know of no other Person having done so on my (our) behalf.

VI. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge all of the Released Claims against each and all of the Released Parties (as defined above) and shall not sue any Released Party with respect to any and all such Released Claims.

2. "Released Claims" means all claims (including without limitation Unknown Claims, as defined below) demands, rights, liabilities, suits, debts, obligations, and causes of action of every nature and description whatsoever, whether known or unknown, contingent or absolute, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, concealed or hidden, regardless of legal theory, including, without limitation, claims for negligence, gross negligence, recklessness, intentional wrongdoing, fraud, breach of fiduciary duty, breach of the duty of care and/or loyalty or violations of the common law, administrative rule or regulation,

tort, contract, equity, or otherwise or of any state or federal statutes, rules or regulations or international law, or the law of any foreign jurisdiction, that were asserted, or could have been asserted, or might have been asserted, in the Action or in any other litigation, action, or forum by Plaintiffs or the Settlement Class Members, or any of them, against the Released Parties, or any of them, which arise out of or relate in any way, directly or indirectly, in whole or in part, to (a) the purchase or acquisition of Crocs securities during the Settlement Class Period; (b) any allegations or statements in the Complaint; or (c) the Settling Defendants' defense or settlement of the Action. It is hereby expressly agreed by and is the intent of the Settling Parties that Plaintiffs' and/or any Settlement Class Member's claims against Deloitte are not being released by the Stipulation or any Exhibits hereto and are not Released Claims.

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

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

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

that the foregoing waivers were separately bargained for and are key elements of the Settlement of which this release is a part.

4. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Crocs securities that occurred during the Settlement Class Period as well as the number and type of Crocs securities held by me (us) at the opening of trading on April 2, 2007, and at the close of trading on July 13, 2008.

7. I (We) understand and intend that the signature below serves as the release of the Released Claims.

Claimant's Signature

Print Claimant's Name

Joint Claimant's Signature (if applicable)

Print Joint Claimant's Name (if applicable)

**ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.