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Attorneys for Plaintiff TYLER ANDREW STAICER
on behalf of himself and others similarly situated

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

TYLER ANDREW STAICER, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

S-FER INTERNATIONAL INCORPORATED,
a New York corporation; and DOES 1 to 10,
inclusive,

Defendants.

CASE NO. 37-2023-00006023-CU-OE-CTL

Assigned to Hon. Judy S. Bae
Department C-62

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

**Date: May 16, 2025
Time: 9:10 a.m.
Dept.: C-62**

Complaint Filed: February 10, 2023

1 Upon consideration of the *Motion for Preliminary Approval of Class Action and PAGA*
2 *Settlement* (the “Motion”) filed by Plaintiff Tyler Andrew Staicer (“Plaintiff”) in the above-
3 captioned case seeking preliminary Court approval of the parties’ settlement of this action (the
4 “Settlement”) on the terms set forth in the JOINT STIPULATION FOR CLASS AND PAGA
5 REPRESENTATIVE ACTION SETTLEMENT AND RELEASE (“Settlement Agreement”) and
6 the declarations filed in support thereof, and having reviewed and considered the terms and
7 conditions of the proposed Settlement as set forth in the Settlement Agreement, a copy of which
8 has been submitted with the Motion and the terms of which are incorporated in this Order; and no
9 opposition to the Motion having been submitted; and the Court having jurisdiction to consider the
10 Motion and the relief requested therein, and venue being proper before the Court; and due and
11 proper notice of the Motion having been provided; and upon the hearing on the Motion and after
12 due deliberation, and good and sufficient cause appearing therefor;

13 **IT IS HERBY ORDERED:**

14 1. Capitalized terms used in this Order that are not otherwise identified herein have the
15 meaning assigned to them in the Settlement Agreement.

16 2. The terms of the Settlement Agreement are hereby preliminarily approved, subject
17 to further consideration at the Fairness Hearing provided for below. The Court concludes that the
18 Settlement is sufficiently within the range of reasonableness to warrant preliminary approval,
19 certification of the Class, the scheduling of the Fairness Hearing, and the mailing of notices to Class
20 Members, each as provided for in this Order.

21 **Conditional Certification of the Class**

22 3. As a recital, the Court notes that the Class defined in the proposed Settlement
23 Agreement is defined as:

24 all persons who worked for Defendant S-FER International Incorporated
25 (“Defendant”) in California as an hourly, non-exempt employee at any time
26 from February 10, 2019 through the date of preliminary approval of the
27 Settlement Agreement.

27 Aggrieved Employees and “PAGA Settlement Group Members” is defined as:

28 all persons who worked for any Defendant in California as an hourly, non-
 exempt employee at any time during the period beginning one year and
 sixty-five (65) days before the filing of Plaintiff’s PAGA Notice to the

1 Labor and Workforce Development Agency on February 10, 2023—i.e.,
2 December 7, 2021, through the date of preliminary approval of the
Settlement Agreement

3 4. The Court conditionally finds that, for the purposes of approving this settlement
4 only, the proposed Class meets the requirements for certification under section 382 of the California
5 Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all
6 members of the Class is impracticable; (b) common questions of law and fact predominate, and
7 there is a well-defined community of interest amongst the members of the Class with respect to the
8 subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the
9 Class; (d) the Class Representative will fairly and adequately protect the interests of the members
10 of the Class; (e) a class action is superior to other available methods for the efficient adjudication
11 of the controversy; and (f) Class Counsel is qualified to act as counsel for the Plaintiff in his
12 individual capacity and as the representative of the Class.

13 5. The Court provisionally appoints Bradley/Grombacher, LLP and Majarian Law
14 Group APC as counsel for the Class ("Class Counsel") for settlement purposes only.

15 6. The Court provisionally appoints Tyler Andrew Staicer as the representative of the
16 Class ("Class Representative") for settlement purposes only.

17 **Preliminary Approval of Settlement**

18 7. The Court hereby preliminarily grants approval of the terms and conditions
19 contained in the Settlement Agreement. The Court finds that the terms of the Settlement appear to
20 be within the range of possible approval.

21 8. The Court makes the following preliminary findings and observations: (1) the
22 settlement amount appears at this stage to be fair and reasonable to the Class Members when
23 balanced against the risks of further litigation relating to class certification, summary judgment and
24 trial on liability and damages issues, and potential; (2) it also appears that sufficient discovery and
25 investigation have been conducted, such that counsel for the Parties at this time are able to
26 reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs,
27 delay, and risks that would be presented by the further prosecution of the litigation; and (4) the
28 proposed Settlement is the culmination of serious and non-collusive negotiations between the

1 Parties. Accordingly, the Court finds that the Settlement appears to have been entered into in good
2 faith.

3 9. The Court appoints ILYM Group, Inc., as the Settlement Administrator.

4 10. The Court approves the Notice of Class Settlement ("Class Notice"), attached as
5 **Exhibit A** to the Settlement Agreement and as **Exhibit 1** to this Order. The Court further finds that
6 the Class Notice appears to fully and accurately inform the Class Members of all material elements
7 of the proposed Settlement, of the Class Members' right and opportunity to be excluded from the
8 Settlement, of the Class Members' right and opportunity to challenge Defendant's records of
9 workweeks worked; and of the Class Members' right and opportunity to object to the Settlement.

10 **Form and Timing of Notice**

11 11. No later than thirty (30) calendar days of entry of the Court's Order Granting
12 Preliminary Approval, Defendant shall provide the Class List to the Settlement Administrator.

13 12. No later than fourteen (14) calendar days after the Settlement Administrator receives
14 the Class List from Defendant, the Settlement Administrator shall mail the Settlement Notice,
15 substantially in the form of Exhibit A attached to the Settlement Agreement and this Order, to be
16 mailed by first-class mail postage pre-paid and emailed, to the extent email addresses are available,
17 to all Class Members through the notice procedure described in the Settlement Agreement.

18 13. No later than the deadline set forth below for Plaintiff to file the motion for final
19 approval of class action settlement, Class Counsel shall serve and file a sworn statement from the
20 Settlement Administrator attesting to compliance with the service of the Class Notice, as set forth
21 above. The cost of giving notice to the Class Members shall be paid as set forth in the Settlement
22 Agreement.

23 14. The Court finds that the notice to be provided is the best means of providing notice
24 to the Class Members, is practicable under the circumstances and, when completed, shall constitute
25 due and sufficient notice of the Settlement and the Fairness Hearing to all persons affected by and/or
26 entitled to participate in the Settlement or the Fairness Hearing, in full compliance with the
27 requirements of due process and the California Rules of Court.

to be modified w/ the new inter-lineations
Jop

Ability of Class Members to Opt Out of the Class, Object to the Settlement and/or Dispute their Individual Payment

15. Pursuant to paragraphs 34 and 54 of the Settlement Agreement, Class Members shall have forty-five (45) days from the date the notice is mailed to submit any requests for exclusions in accordance with the procedures set forth in the Notice. No later than the deadline for Plaintiff to file the motion for final approval of class action settlement set forth below, Class Counsel shall file a statement setting forth the names of any Class Members who elected to exclude themselves from the Settlement.

16. Any Class Member who submits a completed, signed and timely written Opt Out shall not be a member of the Class, shall be barred from participating in this Settlement, and shall receive no benefit from this Settlement, except that any Class Member who is an Aggrieved Employee will still receive his or her share of the employee portion of the PAGA Settlement Amount.

17. Any Class Members who do not properly and timely exclude themselves from the Settlement shall be included in the Class and, if the Settlement is approved and becomes effective, shall be bound by all the terms and provisions of the Settlement Agreement, including but not limited to the Release of Claims described therein, whether or not such person shall have objected to the Settlement and whether or not such person participates in the settlement fund.

18. Pursuant to paragraphs 34 and 57 of the Settlement Agreement, Class Members shall have forty-five (45) days from the date the notice is mailed to submit any objections to the Settlement in accordance with the procedures set forth in the Notice. The Settlement Administrator shall email any objections to Counsel for the Parties promptly upon receipt, and Class Counsel shall include all Objections received, and Plaintiff's response(s) thereto, with Plaintiff's motion for final approval of the Settlement.

19. Pursuant to paragraphs 34 and 52 of the Settlement Agreement, Class Members shall have forty-five (45) days from the date the Class Notice is mailed to dispute their employment dates or the number of Workweeks.

20. The Court orders that any written objection to the Settlement, request for exclusion

1 from the Class, or disputed information on Class Notices must be submitted in writing in
2 accordance with the procedures set forth in the Class Notice.

3 21. The Court further orders that this is without prejudice to the Class Member's written
4 application to be relieved of a failure to follow the procedures that the Settlement Agreement
5 provides for good cause shown. The Court further orders that it also is without prejudice to a Class
6 Member's Objection being heard at the Final Approval Hearing as the Court may permit, as long
7 as the Class Member has not opted out of the Settlement.

8 **Fairness Hearing**

9 22. A hearing (the "Fairness Hearing") shall take place before this Court, on the date
10 and time set forth below, to determine:

- 11 a. Whether the Court should permanently certify the Class;
12 b. Whether the Settlement, on the terms and conditions provided for in the
13 Settlement Agreement, should be finally approved by the Court as fair,
14 reasonable and adequate;
15 c. Whether judgment should be entered based on the Settlement Agreement;
16 and
17 d. Such other matters as the Court may deem necessary or appropriate. The
18 Court may finally approve the Settlement at or after the Fairness Hearing
19 with any modifications agreed to by the Parties and without further notice to
20 the Class Members.

21 23. The Court orders that any Class Member who has not requested to be excluded from
22 the Settlement, and any other interested person, may appear at the Fairness Hearing in person or by
23 counsel and be heard.

24 24. Any responses to any written objections to the Settlement and any other matter in
25 support of the Settlement shall be filed with the Court with Plaintiff's motion for final approval of
26 the Settlement.

27 25. The Court may adjourn the Fairness Hearing, including the consideration of the
28 application for the payment of an enhancement payment to the Class Representative and for

attorneys' fees and expenses, without further notice of any kind other than an announcement of such adjournment in open court at the Fairness Hearing or any adjournment thereof.

26. The Court HEREBY GRANTS preliminary approval of the class action settlement as set forth above and sets the following schedule:

Deadline for Defendant to provide class list to Settlement Administrator	30 calendar days after entry of Preliminary Approval
Deadline for Settlement Administrator to mail Notice of Class Action Settlement	14 calendar days after provision of class list to Settlement Administrator
Last day for Class Members to dispute claim amounts, submit any requests for exclusions or objections	45 calendar days from date Class Notice is mailed
Deadline for Plaintiff to file motion for final approval of class action settlement, attorneys' fees, costs and class representative enhancement payment	Per Code
Final Fairness Hearing and hearing on Plaintiff's motion for fees, costs and class representative enhancement payment	November 14, 2025 at 9:10 a.m. in Dept. 62.

IT IS SO ORDERED.

Dated: 5/16/2025

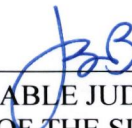

HONORABLE JUDY S. BAE
JUDGE OF THE SUPERIOR COURT

EXHIBIT ~~A~~

1

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

Andrew Staicer v. S-Fer International Incorporated

Superior Court of the State of California, County of San Diego, Case No. 37-2023-00006023-CU-OE-CTL

To: All current and former California employees who were employed by S-Fer International Incorporated ("Ferragamo") in California at any time between February 10, 2019, and ____, 2025 (*administrator to fill in the preliminary approval date) (the "Class"):

THIS NOTICE is of a proposed settlement of the above-referenced class action and representative action lawsuit (the "Lawsuit"), and a court hearing that you may attend. Your rights may be affected by the legal proceedings in this Lawsuit. The Court will conduct a hearing on ____, 2025, to address whether the proposed settlement should be approved (the "Final Approval Hearing"). You may be entitled to receive a payment under the terms of this class action settlement ("Settlement").

[IDENTIFYING INFORMATION]

You have been identified as a Class Member and possible Aggrieved Employee in the above Lawsuit. Under the terms of the proposed settlement, you are estimated to receive \$INSERT AMOUNT based on the number of eligible weeks that you worked for Ferragamo in California between February 10, 2019 and ____, 2025 (*administrator to fill in the date of the preliminary approval) (the "Class Period") as your share of the Settlement should the Court approve the Settlement. Please note your actual share of the Settlement may be more or less than this estimate. Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your full settlement payment, no further action is required. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. By accepting your full settlement payment, you will be bound by the terms of the Settlement and will give up your right to sue on the Released Class and PAGA claims described in Section IV under the provisions titled "Release of Class Claims" and "Release of PAGA Claims."
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may "opt-out" of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by ____, 2025 (see Section V(B) for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) neither receive any settlement payment for the Class Claims nor release any Class Claims as set forth in Section IV, and (2) be barred from filing an objection to the Settlement. You still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 ("PAGA") and will release your claims for such civil penalties.
OBJECT	If you decide to object to the Settlement with respect to the Class Claims, you must submit an objection by ____, 2025 (see Section V(C) for more details on how to object).

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in *Staicer v. S-Fer International Incorporated*, San Diego County Superior Court, Case No. 37-2023-00006023-CU-OE-CTL. Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Ferragamo's records show that you were an employee in California at some point between February 10, 2019, and ____, 2025 (*administrator to fill in the preliminary approval date). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Ferragamo as an employee in California at any time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On February 10, 2023, Plaintiff and Class Representative Andrew Staicer ("Plaintiff"), through his attorneys ("Class Counsel") filed a class action complaint in the San Diego County Superior Court alleging that Ferragamo violated various Labor Code sections by failing to, pay minimum and overtime wages, provide meal and rest periods, furnish accurate itemized wage statements, maintain records, timely pay wages during and upon termination of employment, provide suitable seating, reimburse business expenses, provide sick pay, and provide personnel files during the Class Period ("Class Action"). The Class Action also sought equitable relief under the Unfair Competition Law. All these claims are called the "Class Claims" and the relevant period for Class Claims is February 10, 2019 - through _____, 2025 (*administrator to fill in the preliminary approval) ("Class Period")

On July 11, 2023, Plaintiff filed a PAGA representative action against Ferragamo, alleging similar wage-and-hour violations as the Class Action and seeking civil penalties on behalf of Aggrieved Employees ("PAGA Action"). The civil penalty claims are called "PAGA Claims" and the relevant period for PAGA claims is December 7, 2021 through _____, 2025 (*administrator to fill in the preliminary approval) ("PAGA Period"). The Class Action and the PAGA Action are collectively referred to as "the Lawsuit."

The Court has not ruled on the merits of Plaintiff's factual or legal allegations in the Lawsuit. Ferragamo has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that Ferragamo has and is in compliance with California law or has valid defenses. By settling, Ferragamo is not admitting liability on any of Plaintiff's factual legal allegations in the case or that the case can proceed as a class action and/or a representative action.

After considering the risks, expenses, and inconvenience of continued litigation, Ferragamo and Plaintiff have concluded that it is in their best interests and the interests of the Class to settle the Lawsuit on the terms summarized in this Notice. The Settlement was reached following arm's length mediations with a respected and experienced mediator after the Parties exchanged extensive information. By approving the Settlement and issuing this Notice, the Court is not suggesting which party would win or lose this case if it went to trial.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Ferragamo, the risk of denial of class certification or representative status, the inherent risk of trial on the merits, and the delays and uncertainties associated with such litigation.

If you are still employed by Ferragamo, this Settlement will NOT affect your employment. California law strictly prohibits unlawful retaliation. Ferragamo will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member regardless of whether the Class Member chooses to participate or not in the Settlement. If a Class Member does not participate as to the Class Claims, his/her share of the settlement of the Class Claims will be paid to those who do participate.

III. Who are the attorneys representing The Parties?

Attorneys for Plaintiff and Class Members:	Attorneys for Plaintiff and Class Members:	Attorneys for Ferragamo:
Marcus Bradley, Esq. <i>mbradley@bradleygrombacher.com</i> Kiley Grombacher, Esq. <i>kgrombacher@bradleygrombacher.com</i> Corey S. Smith, Esq. <i>csmith@bradleygrombacher.com</i> Bradley/Grombacher, LLP 31365 Oak Crest Drive, Suite 240 Westlake Village, CA 91361 Tel: (805) 270-7100	Garen Majarian, Esq. <i>garen@majarianlawgroup.com</i> Sahag Majarian, II, Esq. <i>sahagii@aol.com</i> Majarian Law Group APC 18250 Ventura Boulevard Tarzana, CA 91356 Tel: (818) 263-7343	Chad D. Greeson <i>cgreson@littler.com</i> Helen Braginsky <i>hbraginsky@littler.com</i> Littler Mendelson P.C. 1255 Treat Boulevard, Suite 600 Walnut Creek, CA 94597 Tel: (925) 932-2468

IV. What are the terms of the Settlement?

On [PA DATE], the Court certified a class, for settlement purposes only, of all current and former employees employed by Ferragamo in California at any time from February 10, 2019, through _____, 2025 (*administrator to fill in the PA Date) (the "Settlement Class" or "Class Members") and approved a representative class comprised of all current and former employees employed by Ferragamo in California at any time from December 7, 2021, through ___, 2025 (*administrator to fill in PA Date) ("Aggrieved Employees").

Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, will become "Participating Class Members," be mailed Settlement checks, and be bound by the Settlement and release certain wage and penalty claims against Ferragamo.

Without admitting any wrongdoing, Ferragamo has agreed to pay \$500,000 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Gross Settlement Amount:

Settlement Administration Costs. The Court has approved ~~Phoenix Class Action Administration Solutions~~ **ILYM Group, Inc.** to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of ~~\$20,000.00~~ **\$9,550.00** will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

Settlement Administrator
Phoenix Class Action Administration Solutions
Address
Telephone
Fax

ILYM Group, Inc.

Penalties to the California Labor Workforce and Development Agency. The Labor Code Private Attorneys General Act ("PAGA") authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other Aggrieved Employees and the State of California for alleged Labor Code violations. Under the Settlement, \$50,000 of the Gross Settlement Amount will be allocated to Plaintiff's PAGA Claims. Of the \$50,000, \$37,500 (75%) will be paid to the LWDA in satisfaction of the claims for civil penalties under PAGA, and the remaining \$12,500 (25%) will be divided between all Aggrieved Employees based on the number of the Pay Periods during the PAGA Period. Aggrieved Employees includes all current and former employees employed by Ferragamo in California at any time during the PAGA Period. You do not have the right to opt-out or exclude yourself from receiving the civil penalties paid to pursuant to PAGA. Review the information below to determine if you are an Aggrieved Employee and eligible to receive a share of the \$12,500 (25%) allocation:

Do you Qualify as an Aggrieved Employee?	Pay Periods as an Aggrieved Employee	Your Share of PAGA Penalties
YES/NO	INSERT	\$INSERT

Service Payment to Class Representative. Class Counsel will ask the Court to award the Class Representative a Service Payment in the amount of \$10,000 to compensate him for service and extra work provided on behalf of the Class Members and in exchange for a general release of claims. The Class Representative also will receive his individual share of the Settlement as a Class Member.

Attorneys' Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or costs. Class Counsel will seek fees of thirty-three percent (33%) (\$166,666.67) of the Gross Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to ~~\$15,000~~ **\$25,000.00** for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above from the Gross Settlement Amount, the balance will form the "Net Settlement Amount" for distribution to Participating Class Members. The Net Settlement Amount will total approximately \$0.00. Individual Settlement Payments to Class Members will be calculated and

apportioned from the Net Settlement Amount based on the number of calendar weeks during which a Settlement Class member was employed by Ferragamo in California and worked at least one shift (the “Weeks Worked”).

Calculations of Individual Settlement Payments to Participating Class Members will be as follows: the Settlement Administrator will divide the Net Settlement Amount by the total Weeks Worked by the Participating Class Members to determine a per “Workweek Value”. The Workweek Value will be multiplied by the number of Weeks Worked by each Participating Class Member during the Class Period to determine the “Individual Settlement Payment,” prior to legal deductions/withholdings, for each Participating Class Member. If any Participating Class Member opts-out of the Settlement, his/her Individual Settlement Payment will be distributed to all Participating Class Members (i.e., those who do not opt-out).

Review the information below to determine your share as a Class Member:

Weeks Worked as a Class Member During the Class Period	Your Share of the Net Settlement Amount
INSERT	\$INSERT

Disputes to Work Weeks or Pay Periods Credited. For each Settlement Class Member, the Weeks Worked during the Class Period and the Pay Periods Worked during the PAGA Period will be calculated from Ferragamo’s records. If you disagree with the numbers above, you may submit evidence to the Settlement Administrator on or before _____, 2025, to establish the number of Weeks Worked you claim to have actually worked for Ferragamo in California during the relevant periods. **DO NOT SEND ORIGINALS AS DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The Parties and Settlement Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Weeks Worked should be credited to the Settlement Class Member.

Payments to Class Members. After the Court grants Final Approval of the Settlement and judgment is entered, settlement checks will be mailed to Participating Class Members. For Aggrieved Employees who requested to be excluded from the Class Claims settlement, their settlement checks will only be for their share of PAGA civil penalties for release of their PAGA Claims. Participating Class Members and Aggrieved Employees will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Participating Class Member or Aggrieved Employee fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the _____, or an alternative recipient as approved by the Court.

Allocation and Taxes. One-third (1/3) of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting). The remaining two-thirds (2/3) will be considered and reported as interest and penalties (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, the payments will be reported on IRS Form 1099 as income. Payments for PAGA penalties shall be paid one hundred percent (100%) as penalties for which no taxes shall be withheld and for which payment will be reported on IRS Form 1099. Participating Class Members and Aggrieved Employees are responsible for the proper income tax treatment of the Individual Settlement Payments and their payments for PAGA Claims. The Settlement Administrator, Ferragamo and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments or payments for PAGA Claims. Participating Class Members and Aggrieved Employees will be solely responsible for the proper income tax treatment and payment of any taxes and penalties assessed on their Individual Settlement Payments or payments for PAGA Claims. Participating Class Members and Aggrieved Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release by Participating Class Members. Upon the Effective Date, and subject to Defendant's full payment of the Gross Fund and all employer side payroll taxes due, the Participating Class Members shall release the Released Parties from all Released Class Claims by Class Members.

The "Released Class Claims" means (a) any claims for unpaid wages including minimum, regular, and/or overtime and/or double time wages (including but not limited to Cal. Labor Code ("Lab. Code") §§ 200, 206, 500, 510, 558, 1182, 1182.11, 1182.12, 1193.6, 1194, 1194(a), 1194.2, 1194.2(a), 1197, 1197.1, 1198, 1391, and/or all applicable Wage Orders); failure to provide meal periods and/or meal period premium payments (including but not limited to Lab. Code §§ 218, 218.6, 226.7, 512, and/or all applicable Wage Orders); failure to provide rest breaks and/or days of rest and/or rest break premium payments (including but not limited to Lab. Code §§ 226.7, 512, 516 and/or all applicable Wage Orders); expense reimbursement (including but not limited to Lab. Code §§ 2800 and/or 2802); failure to timely pay wages or vacation pay (including but not limited to Lab. Code §§ 201-204, 210); improper sick pay (Lab. Code § 246 et seq.); failure to maintain or furnish accurate employment records (including but not limited to Lab. Code §§ 1174, 1174(d) 1174.5, 1175, 1198.5, and/or all applicable Wage Orders); failure to provide accurate wage statements (including but not limited to Lab. Code §§ 226, 226.3); failure to maintain or furnish accurate employment records (including but not limited to Lab. Code §§ 432, 1174, 1174.5, 1175, 1198.5, and/or all applicable Wage Orders, including but not limited Wage Orders No. 7-2001 and No. 16-2001); claims for unfair competition and/or business practices (Cal. Bus. & Prof. Code § 17200 et seq.); failure to provide appropriate seating (including but not limited to Lab. Code § 1198, Wage Order No. 7-2001, Wage Order No. 16-2001, Code of Regulations, title 8, sections 11070(14)(A)-(B)); all claims based on the foregoing under the applicable Wage Orders and/or California Code of Regulations, including but not limited to Wage Order No. 7-2001 and Wage Order No. 16-2001; all claims for penalties, including, but not limited to PAGA (Lab. Code § 2698 et seq. with the LWDA, State of California, and/or Plaintiff as proxies for the LWDA release); all claims for interest, penalties, premiums, and/or attorney's fees in connection with any of the preceding claims (including but not limited to Lab. Code §§ 210, 218.5, 218.6, 221, 222, 223, 226, 256, 226.3, 1194, 1194.3); Cal. Civ. Code §§ 3287, 3289, Cal. Civ. Proc. Code § 1021.5, and/or all other statutory and/or regulatory violations alleged in Complaints, and/or First Amended Complaints, and/or any PAGA letters and/or amended PAGA letters sent to the LWDA.

(b) Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices and/or punitive damages alleged and/or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action; and

(c) Any and all other claims under California common law, the California Labor Code including but not limited to the California Private Attorneys General Act ("PAGA") (Lab. Code § 2698 et seq.), the Fair Labor Standards Act ("FLSA" or 29 U.S.C. § 206 et seq.), California Industrial Welfare Commission Wage Orders ("Wage Orders"), and/or the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action. In addition, to the extent required by law, the cashing of the settlement check by the Qualified Class Member shall be deemed an opt-in for purposes of releasing the Released Parties from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Settlement Class. The Settlement Administrator shall include a legend on the settlement check stating: "By cashing this check, I am opting into the settlement in *Tyler Andrew Staicer v. S-FER International Incorporated*, San Diego Superior Court, Case No. 37-2023-00006023-CU-OE-CTL and Case No. 37-2023-00029042-CU-OE-CTL under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement." The release shall be given full res judicata and collateral estoppel effect upon entry of judgment.

Release by Aggrieved Employees. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Court of San Joaquin County (Dairy)*, 46 Cal.4th 969 (2009), and *Cardenas v. McLane Foodservice, Inc.*, 2011 WL 379413 at *3 (C.D. Cal. Jan. 31, 2011), subject to the occurrence of the Effective Date and Defendant's full payment of the Gross Fund and all employer side payroll taxes due hereunder, all non-exempt Aggrieved Employees, including those who exclude themselves from the Class, shall release the Released Parties from the Released PAGA Claims, including those who exclude themselves from the Class, shall release the Released Parties from the Released PAGA Claims by Aggrieved Employees.

The "Released PAGA Claims" are all claims for PAGA civil penalties related in any way to unpaid wages, minimum wage, overtime, meal and rest breaks (and related premiums), failure to maintain records, inaccurate wage statements, sick pay, waiting time penalties, suitable seating and expense reimbursements, as well as any claims that were alleged in the complaints and the LWDA letters or that could have been alleged based on the facts asserted in the complaints (including the First Amended Complaint and LWDA letters) related to these issues, for all periods of employment in California during the PAGA Period.

The "Released Parties" are Defendant, as well as each and all of its past and present direct or indirect parents, subsidiaries, predecessors, successors, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, managing agents, insurers, reinsurers, shareholders (both legal and beneficial), attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns, trustees and legal representatives, and any individual or entity which could be jointly liable with Defendant.

The "Effective Date" is the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, i.e., 65 days from the date the court grants final approval and enters judgment; or, if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed within that timeframe, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

Waiver of Labor Code Sections 206.5(e). Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. Section 206.5 of the Labor Code provides in pertinent part as follows:

"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made."

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of judgment.

V. What options do I have?

A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive a Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Work Weeks and/or Pay Periods credited, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

B. **Exclude Yourself from the Class Claims in the Settlement.** If you do not wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a "Request for Exclusion from the Class Claims in the Class Action Settlement" letter/card postmarked no later than _____, 2025 with your full name, address, telephone number, last four digits of your social security number, and signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE FERRAGAMO LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], [FAX] postmarked (or, if sent by fax, transmitted and received) no later than _____, 2025. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement with respect to the Class Claims, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any money for the Class Claims under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, with respect to the Class Claims. You still will be bound by this Settlement with respect to the release of the PAGA Claims.

C. **Object to Settlement.** You also have the right to object to the terms of the Settlement with respect to the Class Claims if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Class Claims portion of the Settlement, you must submit a written objection stating your full name, your address, your telephone number, the last four digits of your social security number, your dates of employment with Ferragamo, the case name and number, the name and

address of your attorney(s) if you are represented, your signature, and each specific reason in support of your objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and mailed or faxed to the Settlement Administrator, [ADDRESS], [FAX] by no later than _____, 2025. Objections that do not include all required information, or that are not submitted timely, may not be considered by the Court. You need not object to the Settlement if you only dispute the number of Work Weeks and/or Pay Periods credited. To dispute the number of the number of Work Weeks and/or Pay Periods credited, please refer to the directions provided under the provision entitled "Calculation of Individual Settlement Payments to Class Members" in Section IV of this Notice.

If you choose to object to the Class Claims portion of the Settlement, you may also appear at the Final Approval Hearing scheduled for 11/14, 2025, at 9:10 a.m. in Department 62 of the San Diego County Superior Court, Hall of Justice located at 330 West Broadway, San Diego, CA 92101. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before _____, 2025. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VI. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by Ferragamo in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and released the Class Claims in this Lawsuit, described above in Section IV under the provision titled "Release of Class Claims." All Aggrieved Employees will be deemed to have entered into a release of the PAGA Claims, described above in Section IV under the provision titled "Release by Aggrieved Employees." If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, including Class Counsel's request for attorneys' fees and reimbursement of documented litigation costs, and the Service Payment to the Class Representative on 11/14, 2025 at 9:10 a.m. in Department 62 of the San Diego County Superior Court, located at the San Diego County Superior Court, Hall of Justice located at 330 West Broadway, San Diego, CA 92101. You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you can access an electronic version of this Notice and other important documents in this Lawsuit, including the Settlement Agreement and operative complaint, by visiting this website: INSERT WEBSITE HERE. You may also contact Class Counsel at the contact information listed in Section III above. Additionally, you may inspect the pleadings, records, and other papers on file in this lawsuit by visiting the San Diego County Superior Court, Hall of Justice located at 330 West Broadway, San Diego, CA 92101. Lastly, you can also access records for this Lawsuit by utilizing the online access for such files provided by San Diego County Superior Court, located at: <https://odyroa.sdcourt.ca.gov/Cases>. To access the case file for this Lawsuit, click on the link, type in the case number (37-2023-00006023-CU-OE-CTL) where requested, then click "Search."

IX. Reminder as to time limits

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion from the Class Claims is _____, 2025. The deadline for submitting an objection to the Settlement Administrator is _____, 2025.

These deadlines will be strictly enforced. To be considered timely, any Requests for Exclusion and objections to the Settlement must be postmarked or transmitted by fax by the above-stated deadlines. Any Requests for Exclusion and objections to the Settlement that are not postmarked or faxed on or before these deadlines will be deemed untimely and disregarded.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

DRAFT