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Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

CONTY OF SAN BERNARDINO

KIRSTEN CORBETT and BRENDA
CARDENAS, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

G-III APPAREL GROUP, LTD., an entity of
unknown form; AM RETAIL GROUP, INC., a
corporation; and DOES I through I 0,
inclusive,

Defendants.

Case No.: CIVSB2305772

[Hon. Joseph T. Ortiz]

**DECLARATION OF LISA PAVLIK ON
BEHALF OF SIMPLURIS, INC.
REGARDING CLASS NOTICES AND
SETTLEMENT ADMINISTRATION**

Hearing Date: April 9, 2025

Hearing Time: 1:30 p.m.

DECLARATION OF LISA PAVLIK

I, Lisa Pavlik, hereby declare:

1. I am employed as a Project Manager by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 415-2872. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was approved by Counsel for Kirsten Corbett and Brenda Cardenas (“Plaintiffs”), and AM Retail Group (“Defendant”), (collectively the “Parties”), to provide settlement administration services in the *Corbett v. G-III Apparel Group, LTD. et al.*, (the “Settlement”). In this capacity, Simpluris was charged with (a) printing and mailing the Class Notices to the Class; (b) calculating the Individual Settlement Payments and PAGA Payments based on the Class Information; (c) calculating the Employer's Share of Payroll Taxes; (d) receiving and reporting the Requests for Exclusion and Objections submitted by Class Members to the Parties; (e) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (f) processing and mailing payments to Plaintiffs, Class Counsel, the LWDA, and Settlement Class Members and PAGA Members; (g) creating and maintaining a static settlement website where relevant documents and information pertaining to the Settlement will be posted, including *inter alia*, the judgment and amended judgment if applicable; (h) issuing any tax forms as appropriate, and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

NOTIFICATION TO THE CLASS

4. On or about December 3, 2024, Simpluris received the Court-approved *Class Notices* (hereafter “Class Notices”). The Class Notices advised Class Members of their right to request exclusion from the Class Settlement, object to the Class Settlement, dispute Workweeks, do nothing, and the implications of each such action. The Class Notices advised Class Members of applicable deadlines and

1 other events, including the Final Approval Hearing, and how Class Members could obtain additional
2 information.

3 5. On or about December 17, 2024, Defendant's Counsel provided Simpluris a list
4 containing each Class Member's and Aggrieved Employee's full names, last known mailing addresses,
5 Social Security Numbers, number of Workweeks during the Class Period, and PAGA Pay Periods during
6 the PAGA Period with Defendant (collectively, "Class List"). The Class List contained data for two
7 thousand one hundred thirty-nine (2,139) individuals.

8 6. The Escalator Clause of the Settlement Agreement indicates if the total number of
9 Workweeks by Participating Class Members during the Class Period increases by more than 10% (i.e.,
10 exceeds 66,429 Workweeks), Defendant, at its option, can either choose to: (1) cut off the end date for
11 the Class Period as of the date on which the number of workweeks reaches 66,429, or (2) increase the
12 Gross Settlement Amount on a proportional basis equal to the percentage increase in number of
13 workweeks worked by the Class Members above the 10% (i.e., if there was 11 % increase in the number
14 workdays during the Class Period, Defendant would agree to increase the Gross Settlement Amount by
15 1%). The total number of Workweeks was 57,253, which does not exceed the Escalator Clause. Therefore,
16 the Escalator Clause was not triggered, and the Gross Settlement Amount remains \$1,100,000.00.

17 7. The mailing addresses contained in the Class List were processed and updated utilizing
18 the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA
19 contains requested changes of address filed with the U.S. Postal Service. In the event that any individual
20 had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be
21 utilized in connection with the mailing of the Class Notices. Simpluris was able to locate two hundred
22 and five (205) updated addresses using NCOA prior to the mailing of the Class Only and Class and
23 PAGA Notices.
24

25 8. On or about December 30, 2024, the Class Only Notice was mailed to one thousand two
26 hundred sixteen (1,216) individuals identified as Class Members and the PAGA Notice was mailed to
27 nine hundred twenty-three (923) individuals identified as Class and PAGA Members. The Class Notices
28 were mailed via First Class in English. A copy of the Class Only Notice is attached hereto as **Exhibit A**.
A copy of the Class and PAGA Notice is attached hereto as **Exhibit B**.

1 9. A total of one hundred sixty-five (165) Class Only Notices and fifty (50) Class and PAGA
2 Notices were returned to Simpluris. If a Class Member's Notice was returned by the USPS as
3 undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e.,
4 skip trace) on all of these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis.
5 Simpluris used the Class Member's name and previous address to locate a current address. Through the
6 advanced address searches and utilizing the USPS forwarding address database, Simpluris was able to
7 locate one hundred forty-nine (149) updated addresses for the Class Only Notices and forty (40) updated
8 addresses for the Class and PAGA Notices and Simpluris promptly mailed the appropriate Notice to those
9 updated addresses. There are sixteen (16) mailed Class Only Notices and ten (10) Class and PAGA
10 Notices that remain undeliverable.

11 **WEBSITE AND TOLL-FREE TELEPHONE HELPLINE**

12 10. Simpluris added the Settlement Agreement and Preliminary Approval Order on their
13 website, www.simpluris.com/case-search, for Class Members to obtain and view. It was added to the
14 website and has been available to the public since December 30, 2024.

15 11. An email address was included in the Class Notices for the purpose of allowing Class
16 Members to reach Simpluris to make inquiries regarding the Settlement or submit a Request for
17 Exclusion, Object, or to dispute Workweeks. The email address included in the Class Notices was
18 casesupport@simpluris.com.

19 12. A toll-free telephone number was included in the Class Notices for the purpose of allowing
20 the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is
21 accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process.
22 Callers have the option to speak with a live call center representative during normal business hours or to
23 leave a message and receive a return call during non-business hours. Spanish-speaking representatives
24 are available during normal business hours. The toll-free telephone number included in the Notice was
25 (866) 675-2584 and was live on December 24, 2024.

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1 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

2 13. The deadline for Class Members to submit a Request for Exclusion from the Class
3 Settlement, Object to the Class Settlement, or Workweeks Dispute was February 13, 2025 and the re-
4 mailed Class Notices extended deadline was February 27, 2025.

5 14. As of this date, Simpluris has one (1) Requests for Exclusion from the Class Settlement
6 from a Class Member.

7 15. As of this date, Simpluris has not received any Objections to the Class Settlement from
8 Class Members.

9 16. As of this date, Simpluris has not received any Workweeks Disputes from Class Members
10 or PAGA Employees.

11 **CLASS MEMBER AWARDS**

12 17. As of this date, there are two thousand one hundred thirty-eight (2,138) Class Members
13 who will be paid their portion of the Net Settlement Amount. Of the two thousand one hundred thirty-
14 nine (2,139) Class Members, nine hundred twenty-three (923) were identified as Aggrieved Employees
15 who will also be paid Individual PAGA Payments.

16 18. The Net Settlement Amount of \$609,333.33 available to pay Class Members was
17 determined by subtracting the Class Counsel Fees Payment (\$366,666.67), Class Counsel Expenses and
18 Costs Payment (\$40,000.00), Class Representative Service Awards (\$10,000.00 each), totaling
19 (\$20,000.00), the LWDA PAGA Payment (\$37,500.00), Individual PAGA Payments (\$12,500.00), and
20 the Administration Expenses Payment (\$14,000.00) from the Gross Settlement Amount of
21 \$1,100,000.00.

22 19. The ***average estimated Individual Class Payment*** is \$285.00, the ***highest estimated***
23 ***Individual Class Payment*** is \$3,013.97, and the ***lowest estimated Individual Class Payment*** is \$10.65.

24 20. As of this date, nine hundred twenty-three (923) were identified as Aggrieved Employees
25 who will be paid their portion of the Individual PAGA Payments of \$12,500.00.

26 21. The ***average estimated Individual PAGA Payment*** is \$13.54, the ***highest estimated***
27 ***Individual PAGA Payment*** is \$60.22, and the ***lowest estimated Individual PAGA Payment*** is \$0.86.
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1 **ADMINISTRATION COSTS**

2 22. Simpluris' total costs for services in connection with the administration of this Settlement,

3 including fees incurred and anticipated future costs for completion of the administration, are \$14,000.00.

4 Simpluris' work in connection with this matter will continue with posting the Final Judgement online for

5 at least 90 days following entry, calculation of the settlement checks, issuance, and mailing of those

6 settlement checks, etc., and to do the necessary tax reporting on such payments.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing is

8 true and correct. Executed this 11th day of March 2025, in Otsego, Minnesota.

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12 LISA PAVLIK

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Exhibit A

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

«IMb»ullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»

SIMID «SIMID»
«Barcode_205317»

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled, *Corbett v. G-III Apparel Group, Ltd., et al.*, San Bernardino County Superior Court, Case No. CIVSB2305772 (collectively, the “Action”). The matter entitled, *Cardenas v. AM Retail Group, Inc.*, San Diego County Superior Court, Case No. 37-2023-00011858-CU-OE-CTL was consolidated with the Action for settlement purposes.

According to Defendant’s records, you have been identified as a member of the Class, and therefore are receiving this Notice.

Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against AM Retail Group, Inc. (“Defendant”), for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Settlement.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

All non-exempt employees who performed work for Defendant in California from March 3, 2019 to August 17, 2024 (the “Class Period”).

What is this case about?

In the Action, Plaintiffs Kirsten Corbett and Brenda Cardenas (“Plaintiffs”) allege on behalf of themselves and the Class the following claims against Defendant: (1) failure to provide meal periods or compensation in lieu thereof; (2) failure to provide rest periods or compensation in lieu thereof; (3) failure to pay overtime wages; (4) failure to timely pay minimum wages; (5) failure to timely pay wages during employment; (6) failure to pay all wages owed and due at termination of employment; (7) failure to maintain required records; (8) failure to provide accurate itemized wage statements; (9) failure to indemnify employees for business expenses; (10) failure to provide COVID-19 supplemental sick leave; (11) failure to pay sick wages; (12) violation of the California Unfair Competition Law; and (13) and violation of the California Private Attorneys’ General Act (“PAGA”).

Defendant denies any wrongdoing, and it maintains that it has complied with all laws alleged to have been violated in the Operative Complaint. Defendant notes that this Settlement was established specifically to avoid the cost of proceeding with litigation and does not constitute an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiffs’ claims or Defendant’s defenses, however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiffs and Defendant (the “Parties”), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs and Class Counsel believe this Settlement is in the best interests of the Class.

Who are the attorneys in this Lawsuit?

Class Counsel

The Wand Law Firm, P.C.

Aubry Wand
100 Oceangate, Ste. 1200
Long Beach, CA 90802
Telephone: (310) 590-4503

Blumenthal Nordrehaug Bhowmik

De Blouw LLP
Aparajit Bhowmik
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223

Defendant’s Counsel

Sheppard Mullin Richter & Hampton LLP

Derek R. Havel
333 South Hope Street, 43rd Fl.
Los Angeles, CA 90071
Telephone: (213) 620-1780

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay \$1,100,000 (the “Gross Settlement Amount”). It is estimated that, subject to Court approval, after deducting the attorney’s fees and costs, service awards to Plaintiffs, payment to the California Labor and Workforce Development Agency (“LWDA”) and PAGA Members for PAGA penalties, and settlement administration costs from the Gross Settlement Amount, there will be a Net Settlement Amount of at least \$609,333.33.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class (“Settlement Class Member”). The Net Settlement Amount shall be divided among all Settlement Class Members based on the ratio of the number of Compensable Workweeks worked by each Settlement Class Member to the total number of Workweeks worked by all Settlement Class Members, calculated based on Defendant’s records.

According to Defendant’s records, during the period of March 3, 2019 to August 17, 2024, you worked «MERGED_WW» Compensable Workweeks in California as a non-exempt employee, and therefore, your settlement payment as a Class Member is estimated to be \$ «MERGED_EstClassSettAmnt_CALC».

If you wish to dispute the number of Compensable Workweeks credited to you, you must submit a written dispute to the Settlement Administrator at Corbett v G-III Apparel Group, c/o Settlement Administrator – 8207, P.O. Box 26170, Santa Ana, CA 92799 by mail, postmarked no later than February 13, 2025, or by e-mail to casesupport@simpluris.com. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Workweeks and the basis for your dispute; and (4) be signed by you. You may also wish to attach documentation in support of your dispute.

These payments are estimates, and your actual settlement payments may be higher or lower than estimated.

Your settlement payment as a Class Member will be allocated as follows: 75% wages and 25% penalties/interest.

None of the Parties or attorneys make any representations concerning the tax implications of this payment. Settlement Class Members may wish to consult with their own tax advisors concerning the tax consequences of the Settlement.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 120 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by Settlement Class Members will be paid to California Controller's Unclaimed Property Fund in the name of the Class Member.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees up to \$366,666.67 (1/3 of the Gross Settlement Amount) and reimbursement of reasonable litigation costs of up to \$40,000. In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payments of up to \$20,000 (\$10,000 to each of the two Plaintiffs) for their efforts in representing the Class. The cost of administering the Settlement will not exceed \$14,000. A payment in the amount of \$37,500 will also be made to the LWDA for its share of PAGA penalties, while \$12,500 will be paid to PAGA Members. Any of these amounts not awarded by the Court will be included in the Net Settlement Amount and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully-funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including but not limited to the failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse for all necessary business expenses; failure to provide suitable seating; unfair business practices; recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; interest for claims for unpaid wages; and attorneys' fees and costs; claims under the California Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, and 2802); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, et seq. (the "Released Wage and Hour Class Claims"). This release excludes the release of claims not permitted by law, including, claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

In addition, PAGA Members will release any and all claims for the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq., that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice that occurred during the PAGA Period, including but not limited to claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; failure to provide suitable seating; failure to pay sick pay, including at the regular rate of pay; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2802, 2698 et seq., and 2699 et seq.) The foregoing release shall apply to all PAGA members, regardless of whether they exclude themselves from the Released Class Claims. This release shall only apply to claims arising at any point during the PAGA Period.

Released Parties includes Defendant and its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns. The Released Parties specifically include G-III Apparel Group, Ltd.

The Effective Date is the date on which the Court's Final Approval Order and Judgment becomes final. The Court's Final Approval Order and Judgment "becomes final" upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is entered by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is entered by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is entered by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

What are my options?

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at Corbett v G-III Apparel Group, c/o Settlement Administrator – 8207, P.O. Box 26170, Santa Ana, CA 92799 or e-mail a Request for Exclusion to casesupport@simpluris.com. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before February 13, 2025. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount, but you will preserve all of the legal claims asserted in this Action against Defendant. If you are a PAGA Member, you will still receive a PAGA payment and be subject to the PAGA release outlined above.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection. If you wish to object in writing, you must mail to the Settlement Administrator at Corbett v G-III Apparel Group, c/o Settlement Administrator – 8207, P.O. Box 26170, Santa Ana, CA 92799, a written statement of objection, or e-mail the written objection to casesupport@simpluris.com. The written objection must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; (3) the dates of your employment with Defendant; (4) state whether you intend to appear at the final approval hearing; (5) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (6) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before February 13, 2025. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on April 9, 2025 at 1:30 p.m. in Department 17 of the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, CA 92415. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, CA 92415. You can also visit the settlement website located at: <https://www.simpluris.com/case-search/> for more information, including a copy of the Settlement Agreement.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

Exhibit B

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

«IMbNullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»

SIMID «SIMID»
«Barcode_205320»

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled, *Corbett v. G-III Apparel Group, Ltd., et al.*, San Bernardino County Superior Court, Case No. CIVSB2305772 (collectively, the “Action”). The matter entitled, *Cardenas v. AM Retail Group, Inc.*, San Diego County Superior Court, Case No. 37-2023-00011858-CU-OE-CTL was consolidated with the Action for settlement purposes.

According to Defendant’s records, you have been identified as a member of the Class, and therefore are receiving this Notice.

Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against AM Retail Group, Inc. (“Defendant”), for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Settlement.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

All non-exempt employees who performed work for Defendant in California from March 3, 2019 to August 17, 2024 (the “Class Period”).

Also, according to Defendant’s records, you were a non-exempt employee who performed work for Defendant in California from December 21, 2021 to August 17, 2024 (the “PAGA Period”), and are therefore a PAGA Member as well.

What is this case about?

In the Action, Plaintiffs Kirsten Corbett and Brenda Cardenas (“Plaintiffs”) allege on behalf of themselves and the Class the following claims against Defendant: (1) failure to provide meal periods or compensation in lieu thereof; (2) failure to provide rest periods or compensation in lieu thereof; (3) failure to pay overtime wages; (4) failure to timely pay minimum wages; (5) failure to timely pay wages during employment; (6) failure to pay all wages owed and due at termination of employment; (7) failure to maintain required records; (8) failure to provide accurate itemized wage statements; (9) failure to indemnify employees for business expenses; (10) failure to provide COVID-19 supplemental sick leave; (11) failure to pay sick wages; (12) violation of the California Unfair Competition Law; and (13) and violation of the California Private Attorneys’ General Act (“PAGA”).

Defendant denies any wrongdoing, and it maintains that it has complied with all laws alleged to have been violated in the Operative Complaint. Defendant notes that this Settlement was established specifically to avoid the cost of proceeding with litigation and does not constitute an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiffs’ claims or Defendant’s defenses, however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiffs and Defendant (the “Parties”), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs and Class Counsel believe this Settlement is in the best interests of the Class.

Who are the attorneys in this Lawsuit?

Class Counsel

The Wand Law Firm, P.C.

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Defendant’s Counsel

Sheppard Mullin Richter & Hampton LLP

Derek R. Havel
333 South Hope Street, 43rd Fl.
Los Angeles, CA 90071
Telephone: (213) 620-1780

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay \$1,100,000 (the “Gross Settlement Amount”). It is estimated that, subject to Court approval, after deducting the attorney’s fees and costs, service awards to Plaintiffs, payment to the California Labor and Workforce Development Agency (“LWDA”) and PAGA Members for PAGA penalties, and settlement administration costs from the Gross Settlement Amount, there will be a Net Settlement Amount of at least \$609,333.33.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class (“Settlement Class Member”). The Net Settlement Amount shall be divided among all Settlement Class Members based on the ratio of the number of Compensable Workweeks worked by each Settlement Class Member to the total number of Workweeks worked by all Settlement Class Members, calculated based on Defendant’s records.

According to Defendant’s records, during the period of March 3, 2019 to August 17, 2024, you worked «MERGED_WW» Compensable Workweeks in California as a non-exempt employee, and therefore, your settlement payment as a Class Member is estimated to be \$ «MERGED_EstClassSettAmnt_CALC».

If you wish to dispute the number of Compensable Workweeks credited to you, you must submit a written dispute to the Settlement Administrator at Corbett v G-III Apparel Group, c/o Settlement Administrator – 8207, P.O. Box 26170, Santa Ana, CA 92799 by mail, postmarked no later than February 13, 2025, or by e-mail to casesupport@simpluris.com. The dispute must: (1) contain your

full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Workweeks and the basis for your dispute; and (4) and be signed by you. You may also wish to attach documentation in support of your dispute.

According to Defendant's records, during the period of December 21, 2021 to August 17, 2024, you worked «MERGED_PAGA_PayPeriods» Compensable PAGA Periods in California as a non-exempt employee and therefore, your PAGA payment is estimated to be \$«MERGED_EstPAGASettAmnt_CALC».

These payments are estimates, and your actual settlement payments may be higher or lower than estimated.

Your settlement payment as a Class Member will be allocated as follows: 75% wages and 25% penalties/interest.

Your settlement payment as a PAGA Member will be allocated as follows: 100% penalties.

None of the Parties or attorneys make any representations concerning the tax implications of this payment. Settlement Class Members may wish to consult with their own tax advisors concerning the tax consequences of the Settlement.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 120 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by Settlement Class Members will be paid to California Controller's Unclaimed Property Fund in the name of the Class Member.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees up to \$366,666.67 (1/3 of the Gross Settlement Amount) and reimbursement of reasonable litigation costs of up to \$40,000. In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payments of up to \$20,000 (\$10,000 to each of the two Plaintiffs) for their efforts in representing the Class. The cost of administering the Settlement will not exceed \$14,000. A payment in the amount of \$37,500 will also be made to the LWDA for its share of PAGA penalties, while \$12,500 will be paid to PAGA Members. Any of these amounts not awarded by the Court will be included in the Net Settlement Amount and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully-funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including but not limited to the failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse for all necessary business expenses; failure to provide suitable seating; unfair business practices; recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; interest for claims for unpaid wages; and attorneys' fees and costs; claims under the California Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, and 2802); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, et seq. (the "Released Wage and Hour Class Claims"). This release excludes the release of claims not permitted by law, including, claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

In addition, PAGA Members will release any and all claims for the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq., that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice that occurred during the PAGA Period, including but not limited to claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; failure to provide suitable seating; failure to pay sick pay, including at the regular rate of pay; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2802, 2698 et seq., and 2699 et seq.) The foregoing release shall apply to all PAGA members, regardless of whether they exclude themselves from the Released Class Claims. This release shall only apply to claims arising at any point during the PAGA Period.

Released Parties includes Defendant and its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns. The Released Parties specifically include G-III Apparel Group, Ltd.

The Effective Date is the date on which the Court's Final Approval Order and Judgment becomes final. The Court's Final Approval Order and Judgment "becomes final" upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is entered by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is entered by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is entered by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

What are my options?

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at Corbett v G-III Apparel Group, c/o Settlement Administrator – 8207, P.O. Box 26170, Santa Ana, CA 92799 or e-mail a Request for Exclusion to casesupport@simpluris.com. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before February 13, 2025. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount, but you will preserve all of the legal claims asserted in this Action against Defendant. If you are a PAGA Member, you will still receive a PAGA payment and be subject to the PAGA release outlined above.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection. If you wish to object in writing, you must mail to the Settlement Administrator at Corbett v G-III Apparel Group, c/o Settlement Administrator – 8207, P.O. Box 26170, Santa Ana, CA 92799, a written statement of objection, or e-mail the written objection to casesupport@simpluris.com. The written objection must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; (3) the dates of your employment with Defendant; (4) state whether you intend to appear at the final approval hearing; (5) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (6) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before February 13, 2025. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on April 9, 2025 at 1:30 p.m. in Department 17 of the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, CA 92415. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, CA 92415. You can also visit the settlement website located at: <https://www.simpluris.com/case-search/> for more information, including a copy of the Settlement Agreement.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE