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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF RIVERSIDE**
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11 ANDRES SENDIS and TELESE WALKER,
12 individually, and on behalf of all others similarly
13 situated,

14 *Plaintiffs,*

15 v.

16 GUCCI AMERICA, INC., a corporation;
17 KERING AMERICAS, INC., a corporation; and
18 DOES 1 through 10, inclusive,

19 *Defendants.*
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Case No. CVPS2404656

Assigned for All Purposes To:
Hon. Harold W. Hopp, Dept. 1

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION AND
PAGA SETTLEMENT AND SETTING
HEARING FOR FINAL APPROVAL**

Date: November 3, 2025

Time: 8:30 a.m.

Department: 1

Complaint Filed: July 24, 2024

1 The Court, having read and considered the papers filed in support of Plaintiffs' Motion For
2 Preliminary Approval of Class Action and PAGA Settlement, the proposed Class Action and PAGA
3 Settlement Agreement and Class Notice ("Settlement Agreement"), and other documents, having
4 considered the arguments of counsel, and good cause appearing therefore, **IT IS HEREBY ORDERED:**

5 1. The Settlement Agreement between by Plaintiffs Andres Sendis and Telese Walker
6 ("Plaintiffs") and defendants Gucci America, Inc. and Kering Americas, Inc. (collectively, "Defendants"),
7 is preliminarily approved as the terms of the Settlement fall within the range of approval as fair, adequate,
8 and reasonable. Based on a review of the papers submitted by Plaintiffs, the Court finds that the Settlement
9 is the result of arm's-length negotiations conducted after Plaintiffs and Plaintiffs' counsel adequately
10 investigated the claims and became familiar with the strengths and weaknesses of the claims. The
11 assistance of an experienced mediator in the Settlement process supports the Court's conclusion that the
12 Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any
13 objections that may be raised at the Final Fairness Hearing and Final Approval by this Court.

14 2. This Order incorporates by reference all defined terms set forth in the Settlement, which is
15 attached as Exhibit 1 to the Declaration of Tyler Woods in Support of Plaintiffs' Motion For Preliminary
16 Approval of Class Action and PAGA Settlement, which was heard on November 3, 2025.

17 3. The following persons are provisionally certified as "the Class" or "Class Members" for
18 settlement purposes only: "means all individuals who are or previously were employed by Gucci in
19 California as non-exempt employees at any time during the Class Settlement Period who did not sign an
20 arbitration agreement containing a class action waiver provision." The Class period runs from March 29,
21 2020, through [Preliminary Approval of the Settlement or November 30, 2025, whichever is earlier].

22 4. Class Members who timely opt-out of the Settlement will not be bound by the release of
23 the Released Class claims, but will nonetheless be bound by the release of the Released PAGA Claims, as
24 defined in the Settlement, if they were employed by Defendants during the PAGA Period. The "PAGA
25 Period" is January 1, 2023, through [Preliminary Approval of the Settlement or November 30, 2025,
26 whichever is earlier].

27 5. The proposed Class satisfies the requirements for certification under California Code of
28 Civil Procedure section 382 because Class Members are readily ascertainable, and a well-defined

community of interest exists in the questions of law and fact affecting the Parties.

6. Plaintiffs Andres Sendis and Telese Walker are appointed as the Class Representatives. Tyler Woods of Wilshire Law Firm and James R. Hawkins, Christina M. Lucio, Mitchell J. Murray, and Samantha Jones of James Hawkins APLC, are appointed as Class Counsel.

7. The Parties' proposed notice plan is constitutionally sound and hereby approved as the best notice practicable. The proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), attached as Exhibit A to the Settlement, is sufficient to inform Class Members of the terms of the Settlement, their rights to receive monetary payments under the Settlement and the date and location of the final approval hearing. In addition, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of: (1) the nature of the action, the definition of the Class, the identity of Class Counsel, and essential terms of the Settlement; (2) Plaintiff and Class Counsel's application for the Class Representative Enhancement Awards, and Class Counsel's request for attorneys' fees and litigation costs; (3) a formula used to determine the Class Member's estimated payment; (4) Class Members' rights to appear through counsel if they desire; (5) how to object to the Settlement or submit a request for exclusion from the settlement if a Class Member wishes to do so; and (6) how to obtain additional information regarding the action and the Settlement. (California Rule of Court 3.766.) The Court finds that the notice requirements of California Rule of Court 3.769, subd. (f) are satisfied, and that the Class Notice adequately advises Class Members of their rights under the Settlement. Counsel for the Parties are authorized to correct any typographical errors in the Class Notice and make clarifications, to the extent the same are found or needed, so long as such corrections do not materially alter the substance of the Class Notice and other notice documents.

8. The Court preliminarily approves the settlement of Plaintiff's PAGA claims under the California Labor Code's Private Attorneys General Act of 2004 (Lab. Code § 2699 et seq.) ("PAGA") according to the terms and conditions in the Settlement. The Court also finds that a copy of the proposed Settlement was provided to the California Labor and Workforce Development Agency ("LWDA").

9. ILYM Group, Inc. is appointed to act as the Administrator, pursuant to the terms set forth in the Settlement. The Administrator is ordered to carry out the Settlement according to the terms of the Settlement and in conformity with this Order, including disseminating the Class Notice according to the

1 notice plan described in the Settlement.

2 10. The procedures and 45-day deadline for Class Members to request exclusion from or to
3 object to the Settlement are adopted as described in the Settlement. Any Class Member who intends to
4 object to final approval of the Settlement must submit an objection to the Administrator by mail in
5 accordance with the Settlement.

6 11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement.

7 12. A final approval hearing will be held on _____ at ____ a.m., to determine whether the
8 Settlement should be granted final approval as fair, reasonable, and adequate as to the Settlement Class
9 Members. The Court reserves the right to continue the date of the final approval hearing without further
10 notice to the Class Members. The Court retains jurisdiction to consider all further applications arising out
11 of or in connection with the Settlement.

12 13. The Motion for Final Approval of the Settlement, including requests to approve the Class
13 Representative Enhancement Awards and Class Counsel's Fees Payment, shall be filed and served no later
14 than 16 court days before the final approval hearing.

15 14. In the event the Settlement is not fully and finally approved, or otherwise does not become
16 effective in accordance with the terms of the Settlement, this Order shall be rendered null and void and
17 shall be vacated, and the Parties shall revert to their respective positions as of before entering into the
18 Settlement. If the Settlement does not become final for any reason, the fact that the Parties were willing
19 to stipulate to settlement and the circumstances, proceedings and documents related to the proposed
20 settlement and shall have no bearing on, and will not be admissible in connection with litigation, whether
21 through issue preclusion or estoppel or otherwise.

22 **IT IS SO ORDERED.**

23 Dated: _____

24 _____
25 Hon. Harold W. Hopp
26 Judge, Riverside County Superior Court
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