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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF RIVERSIDE**
10

11 ANDRES SENDIS and TELESE WALKER,
12 individually, and on behalf of all others similarly
situated,

13 *Plaintiffs,*

14 v.

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

17 *Defendants.*
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Case No. CVRI2401710

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 17, 2025

Time: 8:30 a.m.

Department: 1

Complaint Filed: July 24, 2024

Consolidated with Case Nos. CVPS2404656
and CVRI2407345

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, all of which
4 were erroneously filed under the consolidated case number CVPS2404656, and having considered the
5 arguments of counsel, and good cause appearing therefore, IT IS HEREBY ORDERED:

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

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

18 3. The following persons are provisionally certified as "the Class" or "Class Members" for
19 settlement purposes only: "means all individuals who are or previously were employed by Gucci in
20 California as non-exempt employees at any time during the Class Settlement Period who did not sign an
21 arbitration agreement containing a class action waiver provision." The Class period runs from March 29,
22 2020, through [Preliminary Approval of the Settlement or November 30, 2025, whichever is earlier].

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

28 5. The proposed Class satisfies the requirements for certification under California Code of

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"), a true and correct copy of which is attached to the Settlement and this Order as **Exhibit A**, 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

1 in the Settlement. The Administrator is ordered to carry out the Settlement according to the terms of the
2 Settlement and in conformity with this Order, including disseminating the Class Notice according to the
3 notice plan described in the Settlement.

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

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

9 12. A final approval hearing will be held on March 3, 2026, at 8:30 AM in Riverside Dept. 1,
10 to determine whether the Settlement should be granted final approval as fair, reasonable, and adequate as
11 to the Settlement Class Members. The Court reserves the right to continue the date of the final approval
12 hearing without further notice to the Class Members. The Court retains jurisdiction to consider all further
13 applications arising out of or in connection with the Settlement.

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

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

24 **IT IS SO ORDERED.**

25
26 Dated: _____

Hon. Harold W. Hopp
Judge, Riverside County Superior Court

Exhibit A

COURT APPROVED NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Andres Sendis, et al., v. Gucci America, Inc., et al.
Case No. CVRI2401710

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

TO BE ELIGIBLE TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

1. Why Did I Get This Notice?

You may be eligible to receive money from an employee class action and PAGA representative action lawsuit ("Action") against Gucci America, Inc. ("GAI") and Kering Americas, Inc. (collectively, "Defendants") for alleged wage and hour violations. The Action was filed by former employees, Andres Sendis and Telese Walker (collectively, "Plaintiffs") and seeks payment of (1) back wages, (2) interest, (3) penalties, and (4) other relief for **a class of non-exempt employees who did not sign an arbitration agreement containing a class action waiver provision** ("Class Members") who worked for GAI in California during the Class Period (March 29, 2020, through [Preliminary Approval of the Settlement or November 30, 2025, whichever is earlier]); and (5) civil penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees who worked for GAI in California during the PAGA Period (from January 1, 2023, [through Preliminary Approval of the Settlement or November 30, 2025, whichever is earlier]) ("Aggrieved Employees").

The Notice provides you with a brief description of the Lawsuit, the general terms of the proposed Settlement, and your legal rights and obligations.

2. What is the Lawsuit About?

Plaintiffs are former employees of GAI. The Action accuses Defendants of violating California labor laws by (1) failing to pay minimum and straight time wages, (2) failing to pay overtime wages, (3) failing to provide lawful meal periods, (4) failing to authorize and permit rest periods, (5) failing to timely pay wages owed upon separation from employment, (6) knowingly and intentionally failing to comply with itemized wage statement provisions, (7) failing to indemnify employees for expenditures, (8) failure to maintain and produce required records, and (9) violating the unfair competition law. Based on these claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

Plaintiffs are represented by the law firms WILSHIRE LAW FIRM and JAMES HAWKINS APLC ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws. Kering Americas, Inc. specifically denies employing or jointly employing the Plaintiffs or putative class members.

3. What are the Terms of the Settlement?

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay civil penalties to the California Labor and Workforce Development Agency (“LWDA”).

Defendants have agreed to deposit the Gross Settlement Amount (\$300,000) into an account controlled by the Settlement Administrator. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Enhancement Awards (\$20,000 total, or \$10,000 to each named Plaintiff), up to \$100,000 (33.33% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$26,000 for actual litigation costs and expenses, the Settlement Administrator Costs (\$8,500), and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”) (\$100,000, allocated 75% (\$75,000) to the LWDA and 25% (\$25,000) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods). After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs’ and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained below.

A complete copy of the Settlement agreement and all of its terms is attached as Exhibit 1 to the Declaration of Tyler Woods filed in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement on October 20, 2025, in Riverside Superior Court, under Case Number CVPS2404656. The Settlement agreement is entitled “Class and Representative Action Settlement Agreement.” You may purchase a copy of the Settlement agreement by going to the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501, or from the Court’s website <https://epublic-access.riverside.courts.ca.gov/public-portal/> by clicking “Case Number Search;” creating a free account; logging in; searching for the case number CVPS2404656; selecting the resulting case link; scrolling to the DOCUMENTS section; clicking “Document Download;” selecting the October 20, 2025, Declaration of

Tyler J. Woods In Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement; scrolling to the top of the page; selecting the "My Cart" tab; and completing the purchase of the document.

4. What Will I receive under the Settlement?

Based on GAI's records, and the Parties' current assumptions, **your estimated Individual Class Payment is \$ [REDACTED] (less withholding) and your estimated Individual PAGA Payment is \$ [REDACTED].**

If no amount is stated for your Individual PAGA Payment, then according to GAI's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.

The above estimates are based on GAI's records showing that (a) you did not sign an arbitration agreement containing a class action waiver provision; (b) you worked _____ workweeks during the Class Period (March 29, 2020, through [Preliminary Approval of the Settlement or November 30, 2025, whichever is earlier]); and (c) you worked _____ pay periods during the PAGA Period (from January 1, 2023, [through Preliminary Approval of the Settlement or November 30, 2025, whichever is earlier]). If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

Non-Participating Class Members. Non-Participating Class Members (those who opted out of the Class Settlement) will not receive any Individual Class Payments. However, the Administrator will send a single Individual PAGA Payment check to every Aggrieved Employee, including those who opted out of the Class Settlement, as Aggrieved Employees cannot opt out of the PAGA portion of the settlement.

All Individual Settlement Payments shall be allocated as follows: 20% wages and expenses and 80% penalties and interest. The 20% portion of the Settlement Payments subject to required withholdings and deductions by the Settlement Administrator shall be reported on Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of payment as wage income to the Class Member by the Settlement Administrator on behalf of the Qualified Settlement Fund. All Individual PAGA Payments shall be allocated as 100% penalties, for which IRS Forms 1099 will be issued if required. The Settlement Administrator shall issue IRS Forms 1099 if required for the remaining payments under the Settlement agreement.

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. The Administrator's contact information is below.

5. How Does the Settlement Affect My Rights?

After the Judgment is final and Defendants have fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for any and all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts and theories asserted in the Action as stated in the Settlement Agreement and resolved by this Settlement.

A. The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all demands, rights, liabilities, causes of action and claims that were or could have been pled based on the facts, circumstances, or primary rights that were alleged in the First Amended, Consolidated Complaint, including but not limited to, any claim for: (a) unpaid wages, including claims for minimum, straight time, overtime, and double-time wages, the alleged failure to pay for all time worked (including time allegedly worked off the clock), the alleged failure to pay for all hours worked at correct rates, including overtime or double time at the correct regular rates, and the alleged failure to include non-discretionary bonuses, commissions, incentive pay, production pay, performance pay, gift cards, shift differentials, or other forms of remuneration in the calculation of the regular rate of pay used for the payment of wages, sick pay, and meal period premiums; (b) meal period violations, including claims for late, short, interrupted and/or missed meal periods and/or the failure to pay premium wages, including premiums at the correct regular rates, and the alleged failure to properly record meal breaks; (c) rest break violations, including claims for late, short, interrupted, missed, on premises, or otherwise improperly controlled or constrained rest breaks and/or the failure to pay premium wages, including premiums at the correct regular rates; (d) improper or inaccurate itemized wage statements, including any alleged violations of Labor Code sections 226(a)(1)–(9); (e) untimely payment of final wages under Labor Code sections 201–203; (f) failure to maintain and produce required records in violation of Labor Code section 1174, 1174.5, and the applicable IWC Wage Order; (g) unreimbursed business expenses; (h) untimely wage payments to current employees under Labor Code section 204; (i) Unlawful and Deceptive Business Practices in Violation of Business & Professions Code §§ 17200, et seq. based on any of the facts and violations alleged in the Actions or the PAGA Notice Letters; (j) any claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief based on the same facts alleged in the First Amended Consolidated Complaint the Actions or the PAGA Notice Letters; and (k) any other class claims alleged in the First Amended, Consolidated Complaint. The period of the Released Class Claims will be the Class Settlement Period

B. PAGA Release.

After the Court’s judgment is final, and Defendants have paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the State of California, the Labor and Workforce Development Agency, and the Labor Commissioner, the Released Parties from all demands, rights, liabilities, causes of action and claims that could have been sought by the Labor Commissioner for the alleged violations by Released Parties that were alleged or that could have been alleged based on the facts, circumstances, or primary rights asserted in the First Amended Consolidated Complaint and PAGA Notice Letters submitted by Plaintiff Sendis for violations of Labor Code sections 201, 202, 203, 204, 221, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, 6401, 6403, 2698, and 2699 et seq. and sections of the applicable wage order, including sections 3, 4, 11, and 12, as well as any and all claims for attorneys’ fees, litigation costs, and interest allocated to those claims. The Released PAGA Claims include: (a) claims for unpaid wages, including claims for minimum, overtime, and double-time wages, the alleged failure to pay for all time worked (including time allegedly worked off the clock), the alleged failure to pay for all hours worked at correct rates, including overtime or double time at the correct regular rates, and the alleged failure to include non-discretionary bonuses, commissions, incentive pay, production pay, performance pay, gift cards, shift differentials, or other forms of remuneration in the

calculation of the regular rate of pay used for the payment of wages, sick pay, and meal period premiums; (b) claims for meal period violations, including claims for late, short, interrupted and/or missed meal periods and/or the failure to pay premium wages, including premiums at the correct regular rates, and the alleged failure to properly record meal breaks; (c) claims for rest break violations, including claims for late, short, interrupted, missed, on premises, or otherwise improperly controlled or constrained rest breaks and/or the failure to pay premium wages, including premiums at the correct regular rates; (d) claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code sections 226(a)(1)–(9); (e) claims for untimely payment of final wages under Labor Code sections 201–203; (f) claims regarding the alleged failure to maintain and produce required records in violation of Labor Code section 1174, 1174.5, and the applicable IWC Wage Order; (g) claims for unreimbursed business expenses; (h) claims for untimely wage payments to current employees under Labor Code section 204; and (i) any other claims for civil penalties under the wage and hour laws alleged in the First Amended, Consolidated Complaint and in the PAGA Notice Letters. The period of the Released PAGA Claims will be the PAGA Settlement Period.

6. What Are My Options? Summary of Your Legal Rights and Options in This Settlement

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** If you don't want to fully participate in the proposed Settlement, you can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. You will, however, preserve your right to personally pursue wage claims against Defendants.

(3) **PAGA Portion:** You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined above).

(4) **Object:** All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. If the final approval hearing is continued, the Administrator will give notice to any Class Member who filed an objection.

(5) **Participate in the Final Approval Hearing:** The Court's Final Approval Hearing is scheduled to take place on March 3, 2026, at 8:30 AM in Riverside Dept. 1. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the final approval hearing is continued, the Administrator will give notice to any Class Member who filed an objection.

(6) **Challenge the Calculation of Your Pay Periods and/or Workweeks:** The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to GAI's records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge it by [REDACTED].

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

7. How Can I Get More Information?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. To get more information, you can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://epublic-access.riverside.courts.ca.gov/public-portal/>) and entering the Case Number for the Action, Case No. CVRI2401710. You can also make an appointment to personally review court documents in the Clerk's Office by calling (951) 777-3147.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Tyler J. Woods, Esq.
tyler.woods@wilshirelawfirm.com
Alan Wilcox, Esq.
Alan.wilcox@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

James R. Hawkins
james@Jameshawkinsaplc.com
Mitchell J. Murray
mitchell@jameshawkinsaplc.com
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

8. What if I Change My Address?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Settlement Administrator:

Name of Company: ILYM Group
Email Address: Lisa@ilymgroup.com
Mailing Address: 2832 Walnut Avenue, Suite C, Tustin, CA 92780
Telephone: 888.250.6810
Fax Number: 888.845.6185

Must Be Postmarked
No Later Than
[Response Deadline]

OBJECTION FORM

Sendis, et al., v. Gucci America, Inc., et al.
Superior Court of California, County of Riverside
Case No. CVRI2401710

COMPLETE AND RETURN THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT IN THIS CASE.

DO NOT RETURN THIS FORM IF YOU WANT TO REQUEST EXCLUSION FROM THE SETTLEMENT.

IF YOU DO NOT HAVE ANY OBJECTIONS TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.

To object, you must complete, sign, and mail this Objection Form by First Class U.S. Mail or equivalent, postage prepaid, postmarked on or before [Response Deadline], as addressed as follows:

MAIL TO:
Sendis, et al., v. Gucci America, Inc., et al. Settlement
c/o [Settlement Administrator]
[Address]

I want to OBJECT to the Settlement in this case. My objections to the Settlement are (use additional pages if needed):

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Date: _____

Signature

**Must Be Postmarked
No Later Than
[Response Deadline]**

OPT-OUT FORM

Sendis, et al., v. Gucci America, Inc., et al.
Superior Court of California, County of Riverside
Case No. CVRI2401710

***COMPLETE THIS FORM IF YOU DO NOT WANT TO RECEIVE A SETTLEMENT PAYMENT
AND BE BOUND BY THE SETTLEMENT***

Instructions

You have the right to opt-out (i.e., request exclusion) if you do not want to be part of the Class of the proposed Settlement. **If you fill out this Opt-Out Form, you: (1) will not receive any money under the settlement of your claims as a Class Member; and (2) will not be bound by the terms of this Settlement (other than terms relating to the release of claims under PAGA).**

To opt-out, you must complete, sign, and mail this Opt-Out by First Class U.S. Mail or equivalent, postage prepaid, postmarked on or before **[Response Deadline]**, addressed as follows:

MAIL TO:
Sendis, et al., v. Gucci America, Inc., et al. Settlement
c/o **[Settlement Administrator]**
[Address]

By signing this Opt-Out Form, I acknowledge that I have read the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") in this case and the information in the Class Notice pertaining to my right to opt out of or object to certain portions of the proposed Settlement. I also acknowledge that I understand that **I will not receive any money** under the Settlement for my claims as a Class Member, and that I will not be bound by the terms of the Settlement, except for those terms that relate to claims for civil penalties under PAGA.

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Date: _____
Signature _____