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9 Attorneys for Plaintiffs Andres Sendis and Telese Walker,
10 individually, on behalf of themselves, and all others
11 similarly situated

12 [Additional Counsel on Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

14 ANDRES SENDIS and TELESE WALKER,
15 individually, and on behalf of all others
16 similarly situated,

17 *Plaintiffs,*

18 v.

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

21 *Defendants.*
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 29 2026

D. Board *DB*

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JUN 01 2026
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Case No.: CVPS2404656
Consolidated with Case Nos. CVRI2401710
and CVRI2407345
Assigned to: Hon. Harold W. Hopp, Dept. 1

Complaint Filed: March 29, 2024
FAC Filed: November 17, 2025
Trial Date: Not set

CLASS & REPRESENTATIVE ACTION

**REVISED [PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND ENTRY OF
JUDGMENT**

FINAL APPROVAL HEARING

Date: May 8, 2026
Time: 8:30 a.m.
Dept.: 1

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8 individually, on behalf of themselves, and all others
9 similarly situated
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1 This matter came before the Court for hearing on Plaintiff's Motion for Final Approval of
2 Class Action and PAGA Settlement and Award of Attorneys' Fees, Costs, and Class
3 Representative Enhancement Awards. The Court considered the proposed Class and
4 Representative Action Settlement Agreement And Release ("Settlement Agreement"), attached as
5 Exhibit 1 to the Supplemental Declaration of James R. Hawkins in Support of Plaintiffs' Motion
6 for Final Approval of Class Action and PAGA Settlement (filed April 16, 2026), the submissions
7 of counsel, and all other papers filed in this action. This matter having been submitted, and good
8 cause appearing therefore, this Court **HEREBY ORDERS THAT:**

9 1. This Court adopts and incorporates by reference the terms and conditions of the
10 Settlement Agreement, together with the definitions and terms used and contained therein.

11 2. The Court finds that it has jurisdiction over the subject matter of the action and over
12 all parties to the action, including all Class Members.

13 3. The Court finds the Settlement was entered into in good faith, that it is fair,
14 reasonable and adequate, and that it satisfies the standards and applicable requirements for final
15 approval of this class action settlement under California law, including the provisions of California
16 Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

17 4. In so finding, the Court considered all evidence presented, including evidence
18 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented;
19 the likely duration of further litigation; the amount offered in settlement; the extent of investigation
20 and discovery completed; and the experience and views of counsel. The Parties have provided the
21 Court with sufficient information about the nature and magnitude of the claims being settled, as
22 well as the impediments to recovery, to make an independent assessment of the reasonableness of
23 the terms of the Settlement.

24 5. With respect to the Class and for the purpose of approving the Settlement only, this
25 Court finds and concludes that: (a) the Class Members are ascertainable and so numerous that
26 joinder of all members is impracticable; (b) there are questions of law or fact common to the Class
27 Members, and there is a well-defined community of interest among Class Members with respect
28 to the subject matter of the claims in the action; (c) the claims of Plaintiffs are typical of the claims

1 of the Class Members; (d) the Plaintiffs have fairly and adequately protected the interests of the
2 Class Members; (e) a class action is superior to other available methods for an efficient
3 adjudication of this controversy; and (f) counsel for Plaintiffs are qualified to serve as Class
4 Counsel for the Class Members.

5 6. Notice was provided to the Class Members in compliance with the Settlement
6 Agreement and Preliminary Approval Order, California Code of Civil Procedure section 382,
7 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any
8 other applicable law. The Notice: (i) fully and accurately informed Class Members about all
9 material elements of the action and proposed Settlement; (ii) provided sufficient information so
10 that Class Members were able to decide whether to opt-out and pursue their own remedies, or
11 object to the proposed Settlement; (iii) provided procedures for Class Members to request
12 exclusion from the Settlement, to state written objections to the proposed Settlement, to dispute
13 the amount of work weeks, and to appear at the hearing; and (iv) provided the time, date and place
14 of the final fairness hearing.

15 7. Class Members were given a full opportunity to participate in the final fairness
16 hearing, and all Class Members and other persons wishing to be heard have been heard.

17 8. The Gross Settlement Amount and the means of distributing the Net Settlement
18 Amount to Participating Settlement Class Members are fair and reasonable in light of the nature
19 of this case.

20 9. The Court finds that the attorneys at James Hawkins APLC and Wilshire Law Firm
21 PLC have the requisite qualifications, experience, and skill to protect and advance the interests of
22 the Class Members. The Court therefore finds that counsel satisfy the professional and ethical
23 obligations attendant to the position of Class Counsel, and hereby appoints James R. Hawkins,
24 Christina M. Lucio, and Mitchell J. Murray of James Hawkins APLC, and Tyler J. Woods, Alan
25 Wilcox, and Conor J.D. Gomez of Wilshire Law Firm PLC, as Class Counsel.

26 10. Class Counsel has provided services and benefits to absent Class Members and
27 expended efforts and resources to secure the benefits and is thus entitled to the requested and
28 unopposed attorneys' fees and costs as approved by the Court. The Court finds that the requested

1 award of attorneys' fees of thirty-three and one-third percent (33.33%) of the Gross Settlement
2 Amount (i.e. \$103,333.00) created by the Settlement is reasonable for a contingency fee in a class
3 action and that use of this method for determining the fee award is reasonable because it
4 encourages efficient litigation.

5 11. The Class Representatives prosecuted this lawsuit, worked with counsel, undertook
6 the risks associated with litigation, acted to protect the interests of the Class, and conferred a
7 benefit on absent Class Members, and are thus entitled to receive a Class Representative
8 Enhancement Awards as approved by the Court.

9 12. The appointed Settlement Administrator, ILYM Group Inc. ("ILYM"), rendered
10 services and will continue to render services, in connection with administering the notice and
11 settlement process, and is thus entitled to its requested administration fees.

12 13. The Gross Settlement Amount or "common fund" is \$310,000.00, with the Net
13 Settlement Amount to be paid to Participating Class Members being calculated by deducting the
14 following amounts from the Gross Settlement Amount: (1) Class Counsel's attorneys' fees of
15 \$103,333.00; (2) Class Counsel's documented costs of \$25,975.77; (3) the Class Representative
16 Enhancement Awards to be paid to Plaintiffs as the Class Representatives of \$10,000 each (total
17 of \$20,000.00); (4) the Settlement Administrator fees to ILYM of \$7,850.00; and (5) the PAGA
18 Payment of \$100,000.00, (allocated 75% to the LWDA and 25% in Individual PAGA Payments
19 to the Aggrieved Employees). The Net Settlement Amount which will be paid as Individual
20 Settlement Payments to Participating Class Members is estimated to be approximately \$53,480.72.
21 There is no reversion to Defendants.

22 **IT IS ORDERED THAT:**

23 1. **Class Members:** The Court certifies, for settlement purposes only, the following
24 Class: All individuals who are or previously were employed by Gucci in California as non-exempt
25 employees at any time during the Class Settlement Period who did not sign an arbitration
26 agreement containing a class action waiver provision.

27 2. **Non-Participating Class Members:** There were no requests for exclusion,
28 meaning all Class members will receive an Individual Settlement Payment and will be bound by

1 the Release by Participating Class Members.

2 **3. Class Settlement Period:** The Class Settlement Period is defined as the period
3 from March 29, 2020 to November 30, 2025.

4 **4. PAGA Members.** All individuals who are or previously were employed by Gucci
5 in California as non-exempt employees at any time during the PAGA Settlement Period.

6 **5. PAGA Settlement Period:** The PAGA Period is defined as the period from
7 January 1, 2023, to November 30, 2025.

8 **6. Release of Claims by Plaintiffs.** As of the Effective Date and Defendants' funding
9 of the Gross Settlement Amount and employer-side taxes, Plaintiffs, in their individual capacities,
10 are deemed to have released and discharged Defendants and the Released Parties as set forth in the
11 Release of Claims by Plaintiffs in the Settlement Agreement.

12 **7. Release as to All Participating Class Members.** Upon the Effective Date and
13 Defendant funding of the Gross Settlement Amount and employer-side taxes, Plaintiffs and all
14 Participating Class Members shall be deemed to have released and discharged Defendants and the
15 Released Parties as set forth in the Release as to All Participating Class Members in the Settlement
16 Agreement.

17 **8. Release as to All PAGA Members.** Upon the Effective Date and Defendants
18 funding of the Gross Settlement Amount and employer-side taxes, as representative of the State of
19 California and on behalf of the and the Labor and Workforce Development Agency ("LWDA"),
20 Plaintiffs shall be deemed to have released and discharged Defendants and the Released Parties as
21 set forth in the Release as to All PAGA Members in the Settlement Agreement.

22 **9. Class Relief.** Defendants shall deposit the Gross Settlement Amount into the
23 Qualified Settlement Fund for the benefit of Participating Class Members and Class Counsel,
24 through the Administrator, according to the terms of the Settlement Agreement. The Administrator
25 shall calculate and distribute the Individual Settlement Payments to the Participating Class
26 Members and Individual PAGA Payments to Aggrieved Employees. The distribution shall be in
27 accordance with the instructions and timeline set forth in the Settlement Agreement and this Order
28 and Judgment. Any envelope transmitting the Individual Class Payment and/or Individual PAGA

1 Payment to a Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT
2 CHECK IS ENCLOSED."

3 **10. Payment to LWDA and Aggrieved Employees.** From the Gross Settlement
4 Amount, \$100,000 shall be allocated to PAGA Penalties, 75% or \$75,000 shall be paid to the
5 LWDA and 25% or \$25,000 shall be paid as Individual PAGA Payments to the Aggrieved
6 Employees according to the formula set forth in the Settlement Agreement.

7 **11. Uncashed Checks.** Individual Class Payment and Individual PAGA Payment
8 checks shall be negotiable for 180 days from the date of issuance. Any checks that have not been
9 negotiated within 180 days after the date of issuance will be voided and the Settlement
10 Administrator will report and send the unclaimed funds to California Controller's Unclaimed
11 Property Fund in the name of the Class Member and/or Aggrieved Employee. The Administrator
12 shall mail a reminder postcard to any Class Member and/or Aggrieved Employee whose Individual
13 Class Payment and/or Individual PAGA Payment check has not been negotiated within 100 days
14 of the date of mailing. If any Class Members and/or Aggrieved Employees are current employees
15 of Defendants, if their Individual Class Payment and/or Individual PAGA Payment is returned as
16 undeliverable and the Administrator is unable to locate a valid mailing address, then the
17 Administrator shall arrange with Defendants to have their Individual Class Payment and/or
18 Individual PAGA Payment delivered to such Class Members at their place of employment.

19 **12. Attorneys' Fees and Costs.** Class Counsel are awarded \$103,333.00 in attorneys'
20 fees and \$25,975.77 in costs. Attorneys' fees are awarded according to the Joint Prosecution
21 Agreement between James Hawkins APLC and Wilshire Law firm PLC, attached as Exhibit 1 to
22 the Declaration of James R. Hawkins. Pursuant to that agreement, fees are awarded as follows:
23 James Hawkins APLC will receive \$25,833.25 (25%), and Wilshire Law Firm PLC will received
24 \$77,499.75 (75%).

25 **13. Class Representative Service Awards.** Plaintiffs Telese Walker and Andres
26 Sendis are awarded \$10,000.00 each as an Enhancement Award for their services and the risks
27 undertaken as Plaintiffs and Class Representatives on behalf of the Class.

28 **14. Payment of Settlement Administration Costs.** The Court approves settlement

1 administration costs and expenses in the amount of \$7,850.00 to ILYM Group Inc.

2 **15. Final Accounting Report.** The Parties shall file a report concerning any uncashed
3 checks or other cash residue by 5 court days before the Compliance Hearing. The report shall be
4 in the form of a declaration from the Administrator and shall describe: (i) the date the checks were
5 mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those
6 checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed
7 checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the
8 disposition of those unclaimed funds.

9 **16. Compliance Hearing.** The Court sets a compliance hearing for March 12, 2027,
10 subject to the availability of the Court, at 8:30 am. A compliance declaration shall be filed on
11 behalf of the administrator at least five court days before the hearing.

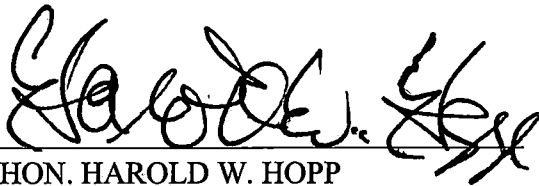
12 **17. Entry of Judgment.** This Final Approval Order shall constitute a final judgment
13 in accordance with California Rule of Court 3.769(h). The Court directs the Clerk to enter
14 judgment in accordance with the terms of this Final Approval Order.

15 **18. Notice of Entry of Judgment.** The Parties are to give notice to all Class Members
16 of this Final Approval Order and Judgment in accordance with California Rule of Court 3.771(b)
17 by filing a Notice of Entry of Judgment of this Final Approval Order and Judgment with the Court.

18 **19. Court's Jurisdiction.** Pursuant to the Parties' request, California Code of Civil
19 Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over
20 this action, the parties, their counsel, and the Settlement Administrator until final performance of
21 the Settlement.

22 **IT IS SO ORDERED.**

23
24 DATED: May 8, 2026 By:


HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT