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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

ANDRES SENDIS, on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

GUCCI AMERICA, INC., a corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. Case No.: CVPS2404656

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Harold Hopp, Dept. 1]

DECLARATION OF TYLER J. WOODS IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

FINAL APPROVAL HEARING
Date: November 3, 2025
Time: 8:30 a.m.
Dept.: 1

Complaint filed: July 24, 2024
Trial date: Not set

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DECLARATION OF TYLER J. WOODS

I, Tyler J. Woods, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC ("WLF"), counsel of record for Plaintiff Andres Sendis ("Plaintiff"). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiffs' Motion for Final Approval of Class Action Settlement (the "Motion").

2. Attached hereto as Exhibit 1 is a true and correct copy of the executed Settlement Agreement which the Parties ask the Court to approve. Attached as Exhibit A to the Settlement Agreement is a true and correct copy of the Notice of Class Action Settlement and Hearing Date For Final Court Approval ("Class Notice")which the Parties have requested the Court approve for sending to the Settlement Class.

CASE BACKGROUND

3. This is a wage and hour class action and Private Attorneys General Act ("PAGA") (Cal. Lab. Code §§ 2699, et seq.) representative action. Plaintiff, putative class members and aggrieved employees worked in California as hourly-paid or non-exempt employees for Defendants during the relevant time periods. Defendants Gucci America, Inc. and Kering Americas, Inc. ("Defendants").

4.

5. Plaintiff alleges that Defendants' payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiff further alleges that Defendants failed to pay for all hours worked. Plaintiff further alleges that Defendants failed to provide employees with legally compliant meal and rest periods and failed to pay sick leave and failed to reimburse business expenses. Based on these allegations, Plaintiff asserts related claims for failure to provide accurate wage statements, failure to pay all final wages at termination, unfair business practices, and civil penalties under the PAGA.On March 29, 2024, Plaintiff filed a Class Action

Complaint against Defendant Gucci America, Inc. and Kering Eyewear USA, Inc. ("Defendants") wherein he alleged causes of action for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) Unfair Business Practices. Shortly thereafter, on April 19, 2024, Class Counsel provided pre-filing written notice to the LWDA and by certified mail to Defendants of the above-identified allegations on behalf of Plaintiff and similarly situated aggrieved employees in accord with the PAGA.

6. On July 24, 2024, Plaintiff filed a PAGA representative complaint against Defendant Gucci America, Inc. ("Defendant") for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to pay earned wages twice per month; (4) failure to maintain accurate records of hours worked and meal periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; and (7) failure to indemnify for necessary expenditures.

7. On December 20, 2024, the Parties attended mediation with experienced wage and hour mediator David Phillips and arms-length settlement negotiations between the Parties resulted in a Settlement of the PAGA representative claims. Plaintiff Sendis subsequently filed an amended PAGA letter on May 23, 2025.

8. The Parties continued negotiations on the class claims after the conclusion of the mediation and eventually reached a global settlement of the wage and hour class claims and the PAGA representative claims on September 10, 2025. The settlement included the wage and hour class claims alleged in the case Walker v. Gucci America, Inc., Kering Americas, Inc., Riverside County Superior Court Case No. CVRI2407345.

<u>DISCOVERY, INVESTIGATION, AND SETTLEMENT</u>

9. After Plaintiff filed his complaint, the Parties engaged in extensive discussions regarding the merits of the claims and the discovery needed thereon if the parties were to engage in meaningful settlement discussions. On Plaintiffs' request, hundreds of pages of documentation,

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including time and pay data, policy documents, class size information, pay period and workweek information and information regarding the hourly rates of the class and aggrieved employees was produced by Defendants. Defendants provided information sufficient to enable Plaintiff Sendis and Class Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case. Thereafter, the Parties continued to engage in extensive discussions about the factual and legal strengths (and weaknesses) of the claims and defenses.

10. After reviewing documents regarding Defendants' wage and hour policies and practices, analyzing Defendants' timekeeping and payroll records, and interviewing Class Members, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendants' estimated potential maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Class Counsel reviewed these records and prepared a damage analysis prior to mediation.

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SETTLEMENT NEGOTIATIONS

11. On December 20, 2024, the Parties participated in private mediation with experienced class action mediator, David Phillips. The proposed settlement of the PAGA claims was reached as a result of arm's-length negotiations during mediation. Though cordial and professional, the Settlement negotiations have been, at all times, adversarial and non-collusive in nature. After a full-day mediation with experienced wage and hour mediator David Phillips, Counsel reached a Settlement in principle. Thereafter, Counsel for the Parties continued there arms-length negotiations to finalize the terms of the settlement (inclusive of the class claims), which were ultimately memorialized in the Agreement.

12. Class Counsel submitted the proposed Settlement to the LWDA before filing the Motion for Preliminary Approval.

13. Plaintiff does not have any interest, financial or otherwise, in the proposed third-party administrator, ILYM Group, Inc. ("ILYM")

14. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone employed at the law firm) has any interest, financial or otherwise, in the proposed third-party administrator, ILYM.

15. Wilshire Law Firm, PLC has a fee-splitting agreement with James Hawkins APLC in this case.

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

16. The proposed settlement was reached as a result of arm's-length negotiations. Though cordial and professional, the Settlement negotiations have been, at all times, adversarial and non-collusive in nature. After a full-day mediation with experienced wage and hour mediator David Phillips, Counsel reached a Settlement in principle of the PAGA representative claims. Thereafter, Counsel for the Parties continued their arms-length negotiations to finalize the terms of settlement of the remaining wage and hour class action claims, which were ultimately memorialized in the Agreement.

17. While Plaintiff believes in the merits of his case, he also recognizes the inherent risks of litigation, the large percentage of the potential class members who signed arbitration agreements with class action waivers, and understand the benefit of Class Members and Aggrieved Employees receiving significant settlement funds immediately as opposed to risking continued litigation over class certification, the merits of the case before and after trial, the damages awarded and/or an appeal that can take several more years to litigate.

18. The Parties thoroughly investigated and evaluated the factual strengths and weaknesses of their arguments before reaching the proposed settlement, and engaged in sufficient investigation, research and discovery, referenced above, to support the Settlement.

19. The proposed settlement was only possible following significant analysis and evaluation of Defendants' relevant policies and procedures, as well as the data that Defendants produced for the Class and Aggrieved Employees. This permitted Plaintiffs' Counsel to engage in a comprehensive analysis of liability and potential damages. The discovery conducted resulted in Plaintiffs' central theories of liability, which are based on Plaintiffs' claims that Defendants failed to provide compliant meal and rest periods, failed to pay all wages owed, including minimum and

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overtime wages, failed to properly incorporate commissions into class members' regular rates, failed to reimburse business expenses, failed to provide accurate, itemized wage statements and failed to pay all wages due on separation of employment. Defendants maintained that the discovery produced demonstrates that it would prevail on the issue of class certification and on the merits of the claims asserted.

20. Plaintiff believes this case is suitable for certification on the claimed basis that there are company-wide policies that Plaintiff contends violate California law and uniformly affect the Class Members and Aggrieved Employees. However, Defendants' counterarguments raise uncertainties with respect to both class certification and success on the merits. As the California Supreme Court emphasized in *Sav-On v. Superior Court* (2004) 34 Cal.4th 319 (2004), class certification is always a matter of the trial court's sound discretion, and decisions following *Sav-On* have reached different conclusions with respect to certification of wage and hour claims. While remaining confident in the strengths of their claims, all of these factors led Plaintiff to discount the following maximum potential damage claims.

21. Defendants provided Plaintiff with class-wide data from which Plaintiffs' Counsel could extrapolate a damage analysis in preparation of mediation. Prior to mediation, Plaintiffs' Expert's developed a detailed analysis, using the following data points: approximately 511 nonexempt employees, 31,505 workweeks, and 16,411 pay periods.

22. Plaintiff asserts Defendants' failed to pay for all hours worked. Specifically, Plaintiff alleges that he was required to arrive to work 10 minutes prior to each shift, wait for a manager to arrive at the store, turn on the computer, which had a five-minute delay in starting, and would then clock into work. While waiting to clock in, Plaintiff alleges he was required to communicate with clients via text and go through the catalog to see what items the clients desired and would send pictures of the items to the clients. After clocking out, Plaintiff alleges he remained on site, waiting for the managers to check the employees' bags and pockets, and to wait for the manager to turn on the store security alarm before being able to leave the premises. Plaintiff was also required to keep his work-phone on his person, and continue to communicate with clients during meal breaks and outside of scheduled work hours. Plaintiff alleges this resulted in unpaid

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“off the clock” work and estimated he and other Class Members lost about 1 hour of compensable work time each week. In response, Defendants argued that its timekeeping and payroll policies accurately tracked and paid for all hours worked by the class members, and that its policies strictly forbade any off the clock work. Thus, per Defendant, if any off the clock work occurred it was done in violation of company policy and without the company’s knowledge or authorization. For these reasons, Defendants argued that class certification would be impossible due to the individualized inquiries that would be needed to determine if off the clock work occurred and the reasons therefor.

23. Plaintiff next contends that Defendants failed to provide legally compliant meal and rest breaks. Specifically, as discussed above, Plaintiff contends Defendants, by way of unrealistic sales goals, required employees to perform while purportedly clock out on meal breaks. Plaintiff felt he had no choice but to work through meal and rest breaks. Moreover, Defendants did not have a proper rest break schedule and management did not encourage employees to take breaks. Beyond that, Plaintiff further alleges their experts’ review of the time and payroll data suggests substantial “de facto” violations for lunch breaks that were taken late, cut short or interrupted by work, or not provided at all, in violation of Labor Code sections 512, 226.7, and the applicable IWC Wage Order, as well as *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004 and *Augustus v. ABM Security Serv., Inc*. (2016) 2 Cal.5th 257 for failure to provide compliant meal and rest periods within the applicable time frames. Plaintiff similarly alleges that ten-minute rest periods either were not provided or were non-compliant and cut short or interrupted. Finally, Plaintiff alleges that Defendants failed to pay premiums for all meal and rest period violations.

24. Defendants deny Plaintiffs’ contentions, claiming it made meal and rest breaks available to Class Members in compliance with California law. Defendants contend their meal and rest break policies are lawful and that Class Members and Aggrieved Employees were provided with all required breaks, or that Defendants paid appropriate meal period premiums on the rare occasions a violation did occur, as reflected in its time/payroll records. Defendants further argued Plaintiffs’ meal and rest break claims are not susceptible to common proof, as the claims would require individualized inquiry, including whether there was an unlawful companywide policy,

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whether employees had the opportunity to take meal and rest periods, whether they voluntarily chose to forego their meal and rest periods, and whether Defendants ever prevented them from taking meal and rest periods. Accordingly, Defendants contends these claims are vulnerable to a ruling that class treatment is not appropriate.

25. Plaintiff claims the wage statements do not provide accurate overtime hours, or rates for overtime and premium payment because Defendants failed to include certain bonuses and commissions when calculating the regular rate of pay, resulting in significant underpayment of wages. Defendants contends that (1) it properly calculated rates and hours, (2) properly paid employees at the regular rate of pay for those hours, and that (3) these claims are likewise not appropriate for class treatment, because they require individualized inquiries into each instance of a bonus or commission payment, to determine if it is exempt from California's regular rate requirements.

26. Plaintiffs' claims for inaccurate wage statements allege both facial and derivative violations of Labor Code § 226. On the alleged violations of Labor Code § 226 (wage statement violations) and §§ 201-203 (waiting time penalties), Defendants argued its wage statements and payroll practices complied with Section 226 and provided all required information accurately. As far as the derivative claims, they will rise or fall along with the primary unpaid wage claims, in addition to being subject to "good faith" and other defenses available to Defendants. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1203-04 (holding employer did not willfully fail to pay wages under Labor Code § 203 even though the class prevailed on the merits on the underlying claim for failing to pay living wages). Accordingly, Plaintiff discounted these claims significantly in light of these multiple potential defenses.

27. Plaintiffs asserted they were required to required to use their personal cell phones during working hours and when not working to communicate with other Gucci employees and Gucci customers regarding work-related activities, including customer sales, orders, returns, and other similar issues, without reimbursement, in violation of Labor Code § 2802(a). Similarly, Defendant failed to properly reimburse Plaintiff and the aggrieved employees for the mileage driven at the required IRS rate.

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28. Defendants vigorously denied these allegations and contended that they have a policy and practice of reimbursing employees for necessary business-related expenses. Defendants also contended that, with respect to the alleged expenses for which Plaintiffs and other Class Members never requested reimbursement from Defendants, Defendants did not know, and had no reason to know, that the alleged business-related expenses were incurred. Upon further review, this claim appeared to be highly individualized and subject to significant issues of proof, such that its value was substantially discounted.

29. As far as potential PAGA liability, the theoretical civil penalties likely exceed $8 million should Plaintiff prevail on all claims and establish violations of the multiple Labor Code sections at issue, and recover the maximum penalty for every single pay period at issue. As with the class claims, however, Plaintiff discounted the potential PAGA penalties based on Defendants' various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $100,000 to PAGA penalties. Plaintiff submits this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the Settlement, and will be able to weigh in as necessary.

30. Based upon Defendants' arguments, defenses, risks to certification and merits, Plaintiffs' Counsel determined that the realistic exposure was approximately $1.2 million, including interest and PAGA, as follows:

a. Off-the Clock Work: 31,505 Workweeks with off-the-clock work, with an estimated 1 hour of off-the-clock work per week at a rate of $20.43 (average rate of pay) with none of off-the-clock hours qualifying as overtime x 30% (discounted to account for risks of certification and trial) = $193,094.15

b. Regular Rate Underpayment: 55,399 underpaid overtime hours, including double-time x approximately $22.07 underpayment x 5% (discounted to account for risks of certification and trial) = $61,132.80

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c. Unpaid Meal Period Premiums: 20,175 net unpaid meal period premiums (14.8% of shifts analyzed with unique violations) x $42.50 (average regular rate) x 20% (discounted to account for risks of certification and trial) = $171,487.50

d. Unpaid Rest Period Premiums: 127,207 shifts greater than 3.5 hours x $42.50 (average regular rate) x 100% violation rate x 10% (discounted to account for risks of certification and trial) = $540,629.75

e. Waiting Time Penalties: 199 former employees x $163.44 average daily pay x 30 days x 20 % (discounted to account for risks of certification and trial) =$195,147.36

f. Failure to Comply with Itemized Wage Statement Provisions: 16,411 Pay Periods in Wage Statement Period at $50 per initial violation and $100 per subsequent violation and $4000 maximum penalty per employee x 5% (discounted to account for risks of certification and trial) = $80,777.50

g. Unreimbursed Expenses: Assuming approximately $5 per workweek x 31,505 workweeks x .05% (discounted to account for risks of certification and trial) = $5,449.

h. PAGA Penalties (at $10 penalty per pay period): $164,110.00

31. Applying this discount to Defendants' potential maximum exposure, Plaintiffs' counsel determined Defendants' potential *realistic* exposure to be approximately $1.2 million. They carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued, and concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall $300,000.00 recovery represents a significant percentage of Defendants' potential realistic exposure and, given Defendants' multi-layered defenses and all other potential risks of continued litigation, a total recovery for the class of $300,000.00 which will result in expedient and substantial benefits to each class member. This, together with the additional sums under PAGA, is a significant result well within the range of reasonableness considering all

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potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

ENHANCEMENT AWARDS FOR PLAINTIFFS ARE REASONABLE

32. Class Counsel represents that Plaintiffs devoted a great deal of time and work assisting counsel in the case, communicated with counsel very frequently for litigation and to prepare for mediation, and were frequently in contact with Class Counsel during the mediation. Plaintiffs' requested enhancement awards are reasonable particularly in light of the substantial benefits Plaintiffs generated for all class members.

33. Throughout this litigation, Plaintiffs, who are former employees of Defendant, has cooperated immensely with my office and has taken many actions to protect the interests of the class. Plaintiffs provided valuable information regarding the off-the-clock, meal period, and rest period claims. Plaintiffs also informed my office of developments and information relevant to this action, participated in decisions concerning this action, and made themselves available to answer questions during the mediation. Before we filed this case, Plaintiffs provided my office with documents regarding the claims alleged in this action. The information and documentation provided by Plaintiffs was instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without Plaintiff' participation.

34. At the same time, Plaintiffs faced many risks in adding themselves as the class representative in this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public record in an employment lawsuit could also very well affect their likelihood for future employment. Furthermore, as part of this settlement, Plaintiffs is executing general release of all claims against Defendant.

35. In turn, class members will now have the opportunity to participate in a settlement, reimbursing them for alleged wage violations they may have never known about on their own or been willing to pursue on their own. If these class members would have each tried to pursue their legal remedies on their own, that would have resulted in each having to expend a significant amount

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of their own monetary resources and time, which were obviated by Plaintiffs putting themselves on the line on behalf of these other class members.

36. In the final analysis, this class action would not have been possible without the aid of Plaintiff, who put their own time and effort into this litigation, sacrificed the value of their own individual claims, and placed themselves at risk for the sake of the class members. The requested enhancement awards for Plaintiffs for their service as the class representative and for their general releases of all individual claims is a relatively small amount of money when the time and effort put into the litigation are considered and in comparison to enhancements granted in other class actions. The requested incentive awards are therefore reasonable to compensate Plaintiffs for their active participation in this lawsuit.

<u>THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE</u>

37. The settlement provides for attorneys' fees and costs to Class Counsel in an amount up to 1/3 of the Gross Settlement Amount, for a maximum fees award of $100,000.00, plus reasonable litigation expenses of up to $26,000.00.

38. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

39. It is further estimated that my office will need to expend at least another 50 to 100 hours to monitor the process leading up to the final approval and payments made to the class. My office also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

40. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. Indeed, Wilshire Law Firm, PLC has taken on a number of class action cases that have resulted in thousands of attorney hours being expended and ultimately having certification denied or the defendant company going bankrupt. The contingent risk in these types of cases is very real and they do occur regularly. Furthermore, we were precluded

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from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

41. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

PLAINTIFFS' COUNSEL'S EXPERIENCE AND QUALIFICATIONS

42. Plaintiffs is represented by Wilshire Law Firm, PLC. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

43. WLF was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

44. WLF is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

45. I graduated from the University of California, Davis in 1999 with a Bachelor of Arts degree in Communications with minors in Spanish and Psychology. I received by Juris Doctor from USC Gould School of Law in 2004.

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46. Upon graduating from law school in 2004, I worked for international firm McDermott Will & Emery LLP practicing general litigation which included employment law matters. Since 2010, and exclusively since 2013, my practice has focused on labor and employment matters including handling wage and hour class, collective, and representative actions (including the California Private Attorneys general Act or "PAGA"), including at the law firms of McDermott Will & Emery LLP (where I was a partner), Pacific Trial Attorneys (where I was a partner), and labor and employment powerhouse Fisher Phillips (where I was a partner and head of Fisher Phillips Class Action Practice Group). During my time at these law firs, I was the lead trial counsel or took a major leading role in defending employers on numerous wage and hour class, collective, and representative actions. Under my leadership as lead counsel during my tenure as defense counsel I successfully defeated class certification of a potential 10,000 plus class as lead counsel on behalf of a nationwide quick service restaurant during my time as defense counsel and negotiated several wage and hour class actions that were subsequently approved by the Courts.

47. In late March 2024, I left Fisher Phillips and joined my current firm, WLF, to represent plaintiff employees. I have been and am handling many wage and hour class and representative actions litigating such matters on behalf of plaintiff employees in numerous Superior Courts. From matters representing both plaintiff and defendants, I have successfully mediated the resolution of many wage and hour class, collective, and representative actions.

48. In July 2025, I obtained a jury verdict in excess of $6,000,000 in a wage and hour case in Los Angeles Superior Court against Javier's Cantina & Grill (Los Angeles Superior Court Case No. 19STCV36438).

49. I have received numerous awards for my legal work. For example, from 2009-2011 and 2014, I was listed as a Rising Star in Los Angeles Super Lawyers (Thomas Reuters). I have also served on numerous prominent boards and in other leadership positions, including currently serving on the board of the Orange County Chapter of the California Restaurants Association.

50. I have also presented monthly webinars on labor and employment issues to hundreds of participants since 2022, including on wage and hour issues. For example, I presented "10 Reasons Employers Get Sued (and How to Avoid These Mistakes" (while a partner with Fisher

Phillips) and "Key Insights for Hospitality Employers: Arbitration Agreements 101" (while a partner with Fisher Phillips).

51. Justin F. Marquez is a former Senior Partner at Wilshire Law Firm who was actively involved in the litigation and resolution of this matter from its inception through December 2024.[1] He graduated from University of California, Los Angeles's College Honors Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. His practice focused primarily on advocating for the rights of consumers and employees in class action litigation and appellate litigation. He received numerous awards for his legal work: from 2017 to 2020, Super Lawyers selected him as a "Southern California Rising Star," and from 2022 to 2025, he was selected as a "Southern California Super Lawyer"; he was selected as one of the "Best Lawyers in America" from 2023 to 2025; and in 2024, he, along with his colleagues at Wilshire Law Firm, received a CLAY (California Lawyer Attorneys of the Year) award for their work on a false advertising case against Apple which ultimately led to a $25 million settlement. He also was selected to speak at multiple CELA conferences throughout his career – in 2019, he spoke on the topic of manageability of class actions at CELA's 2019 Advanced Wage & Hour Seminar, and in 2024, he spoke on the topic of dealings with multiple cases against the same defendant at CELA's 2024 Advanced Wage & Hour Seminar. He served as lead or co-lead in negotiating class action settlements worth over $10 million in gross recovery to class members for each year since 2020, including over $37.5 million in 2022 and over $75 million in 2023.

52. Arsiné Grigoryan is a former Associate Attorney at my office. She earned two Bachelor of Arts degrees from the University of California, Berkeley in (1) Political Science with an emphasis on international relations and (2) Media Studies. She obtained her Juris Doctor degree from Southwestern Law School. She is presently admitted to practice in all state courts of California (admitted in 2017) and before all federal district courts in California. The focus of her practice at Wilshire Law Firm is currently on class action wage-and-hour law, including Private

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[1] Justin F. Marquez, Peter Horton, Molly Ann DeSario and Arsiné Grigoryan are no longer employed by Wilshire Law Firm and the hours they worked on this matter have been estimated based on the work and pleadings they contributed to this matter.

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Attorneys General Act of 2004 ("PAGA") matters. Prior to joining Wilshire Law Firm, PLC, she worked at a law firm specializing in wage-and-hour class action cases. She is also handling more than a dozen active class action matters currently pending and prosecuting multiple PAGA collective action matters in various courts throughout the State of California.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on October 15, 2025, in Los Angeles, California.

Tyler J. Woods

Tyler Woods

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Exhibit 1

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class and Representative Action Settlement Agreement and Release ("Agreement") encompasses the actions *Sendis v. Gucci America, Inc. et al.*, Riverside County Superior Court Case No. CVPS2404656 ("*Sendis* Action"), and *Walker v. Gucci America, Inc., Kering Americas, Inc.*, Riverside County Superior Court Case No. CVRI2407345 ("*Walker* Action") (collectively the "Actions").

This Agreement is entered into between plaintiffs ANDRES SENDIS and TELESE WALKER ("Plaintiffs"), individually and on behalf of all others similarly situated, as well as on behalf of the State of California in their capacity as private attorneys general, on the one hand, and defendants GUCCI AMERICA, INC. and KERING AMERICAS, INC. (collectively, "Defendants"), on the other hand ("Plaintiffs" and the "Defendants," collectively, the "Parties").

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the "Released Class Claims" and "Released PAGA Claims" (as defined below) on a class and representative action basis pertaining to the "Released Parties" (as defined below) upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon final Court approval, contains the essential terms of the Parties' agreement. Plaintiffs and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Agreement confers substantial benefits upon the Class, PAGA Members, and the State of California.

I. DEFINITIONS

1. Actions

"Actions" means the civil actions filed by Plaintiff Andres Sendis entitled *Sendis v. Gucci America, Inc. et al.*, Riverside County Superior Court Case Nos. CVPS2404656, and the civil action filed by Plaintiff Telese Walker entitled *Walker v. Gucci America, Inc., Kering Americas,* *Inc.*, Riverside County Superior Court Case No. CVRI2407345.

2. **Defendants**

"Defendants" means Gucci America, Inc. ("Gucci") and Kering Americas, Inc.

3. **Class Counsel**

"Class Counsel" means Tyler Woods of Wilshire Law Firm and James R. Hawkins, Christina M. Lucio, Mitchell J. Murray, and Samantha Jones of James Hawkins APLC, who, subject to Court approval, shall act as counsel for the Settlement Class and Plaintiffs in their representative capacity on behalf of the State of California.

4. **Class Counsel Award**

"Class Counsel Award" means attorneys' fees for Class Counsel's litigation and resolution of the Action, and Class Counsel's expenses and legal costs incurred in connection with this Action.

5. **Class Information**

"Class Information" or "Class Data" means information regarding Class Members compiled from Gucci's records and provided to the Settlement Administrator in a Microsoft Excel spreadsheet, including each Class Member's full name; last known address; Social Security number; number of Eligible Workweeks; and number of Eligible Pay Periods for each Class Member and each PAGA Member.

6. **Class Members**

"Class Members" means all individuals who are or previously were employed by Gucci in California as non-exempt employees at any time during the Class Settlement Period who did not sign an arbitration agreement containing a class action waiver provision.

7. **Class Representatives**

"Class Representatives" means Plaintiffs Andres Sendis and Telese Walker.

8. <u>Class Representatives' Enhancement Award</u>

"Class Representatives' Enhancement Award" means the amount that the Court authorizes to be paid to Plaintiffs, in addition to Plaintiffs' Individual Settlement Payment and Individual PAGA Payment, in recognition of Plaintiffs' efforts and risks in assisting with the prosecution of the Actions and in return for executing a general release with the Defendants.

9. <u>Class Settlement Period</u>

"Class Settlement Period" means the period from March 29, 2020, through Preliminary Approval of the Settlement or November 30, 2025, whichever is earlier.

10. <u>Complaints</u>

"Complaints" means the PAGA Complaint filed by Plaintiff Andres Sendis in the *Sendis* PAGA Action ("Sendis PAGA complaint"), and putative class complaints filed by Plaintiff Telese Walker in the *Walker* Action ("Walker class complaints").

11. <u>Court</u>

"Court" means the Superior Court for the County of Riverside.

12. <u>Effective Date</u>

"Effective Date" means the date on which the Court's order granting Final Approval of this Settlement becomes final. Such order becomes final upon the following events: (i) sixty-five (65) days after the Court issues the "Final Approval Order" granting approval of this Settlement if no objections to the settlement are filed; or (ii) if a motion for leave to intervene and/or motion to vacate judgment is filed, then sixty-five (65) days after the Court's order denying any such motion provided no appeal is thereafter taken; or (iii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, then sixty-five (65) days after the last date for filing a request for further review of the Court of Appeal's decision passes and no further review is requested; or (iv) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is requested, then sixty-five (65) days after the request for review is denied with prejudice and/or no further review of the order can be requested; or (v) if review is accepted, then sixty-five (65) days after the California Supreme Court affirms the judgment or order approving the Settlement.

13. Eligible Pay Periods

"Eligible Pay Period" means any pay period in which a PAGA Member worked for any amount of time for Gucci during the PAGA Settlement Period according to Gucci's records.

14. Eligible Workweek

"Eligible Workweek" means any workweek in which a Class Member worked for any amount of time for Gucci during the Class Settlement Period according to Gucci's records.

15. Final Approval Hearing

"Final Approval Hearing" means the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Settlement.

16. Final Judgment

"Final Judgment" means a judgment issued by the Court approving this Agreement as binding upon the Parties, in a form substantially similar to **Exhibit 1** hereto. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d, and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

17. Gross Settlement Amount

"Gross Settlement Amount" means the total maximum amount payable under the terms of this Agreement by the Defendants, which includes: the Individual Settlement Payments to Participating Class Members; payment of Settlement Administration Costs as approved by the Court; any Class Representatives' Enhancement Award to Plaintiffs as approved by the Court;

a payment to Class Counsel of attorneys' fees and reasonable litigation costs that shall be determined by motion with the Court; and the PAGA Payment. Payment of the amount necessary to cover the employer's portion of payroll taxes associated with the portion of the settlement allocated to wages shall be made separate and apart from the Gross Settlement Amount. The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Agreement.

18. Individual PAGA Payment

"Individual PAGA Payment" means the amounts paid from the PAGA Payment to PAGA Members that shall, in the aggregate, comprise 25% of the PAGA Payment, namely $25,000 of the total PAGA Payment of $100,000, as consideration for Settlement of claims for civil penalties under PAGA.

19. Individual Settlement Payment

"Individual Settlement Payment" means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who timely submits a Request for Exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Settlement Payment.

20. LWDA

"LWDA" means the California Labor and Workforce Development Agency.

21. LWDA PAGA Payment

"LWDA PAGA Payment" means the payment to be made to the LWDA as its 75% share of the PAGA Payment, namely $75,000 of the total PAGA Payment of $100,000, as consideration for settlement of claims for civil penalties under PAGA.

22. <u>Net Settlement Amount</u>

"Net Settlement Amount" means the Gross Settlement Amount less Court-approved Class Counsel Award, Class Representatives' Enhancement Award, PAGA Payment, and Settlement Administration Costs. The Net Settlement Amount is the total amount that will be paid to Participating Class Members, in the form of Individual Settlement Payments.

23. <u>Notice of Class Action Settlement</u>

"Notice of Class Action Settlement" means the notice approved by the Parties and subject to Court approval, substantially in the form of **Exhibit 2** hereto, explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Class Member in English.

24. <u>PAGA</u>

"PAGA" refers to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2699 et seq.

25. <u>PAGA Members</u>

"PAGA Members" means all individuals who are or previously were employed by Gucci in California as non-exempt employees at any time during the PAGA Settlement Period.

26. <u>PAGA Notice Letters</u>

"PAGA Notice Letters" refers to the April 19, 2024 written notice filed by Plaintiff Andres Sendis with the LWDA and the May 23, 2025 amended written notice filed by Plaintiff Sendis.

27. <u>PAGA Payment</u>

"PAGA Payment" means a gross payment in the aggregate of $100,000 that is comprised of the LWDA PAGA Payment and all of the Individual PAGA Payments to PAGA Members in settlement of all claims for PAGA penalties as defined in this Agreement.

28. <u>PAGA Settlement Period</u>

"PAGA Settlement Period" means the period from January 1, 2023, through Preliminary Approval of the Settlement or November 30, 2025, whichever is earlier.

29. <u>Participating Class Members</u>

"Participating Class Members" means those Class Members who do not file a valid and timely Request for Exclusion.

30. <u>Parties</u>

"Parties" means Plaintiffs and Defendants, collectively.

31. <u>Plaintiffs</u>

"Plaintiffs" means Plaintiffs Andres Sendis and Telese Walker.

32. <u>Preliminary Approval Date</u>

"Preliminary Approval Date" means the date on which the Court issues an order granting preliminary approval of the proposed Settlement.

33. <u>Qualified Settlement Fund</u>

"Qualified Settlement Fund" or "QSF" means the account established by the Settlement Administrator, which the Parties agree will at all times be treated as a "qualified settlement fund" within the meaning of Treasury Regulation §1.468B-1, *et seq.* The Parties agree the Settlement Administrator shall, in establishing the account, make any such elections as necessary or advisable to carry out the "relation back election" (as defined in Treas. Reg. §1.468B-1(j)(2)(i)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and to cause the appropriate filing to occur. The Parties further agree and acknowledge that, for purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, only the Defendants shall be treated as a "transferor" (within the meaning of such term under Treasury Regulation §1.468B-1(d)(1)) with respect to the Qualified Settlement Fund.

34. <u>Released Class Claims</u>

"Released Class Claims" shall mean any and all claims and/or causes of action under any state, local, or federal law or administrative order by Participating Class Members against Released Parties 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 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 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.

35. Released PAGA Claims

"Released PAGA Claims" shall means all claims and causes of action for PAGA penalties against the 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.

36. Released Parties

"Released Parties" means the Defendants and their officers, directors, employees, and agents.

37. Request for Exclusion

"Request for Exclusion" means a letter setting forth a Class Member's name, present address, and a statement electing to be excluded from the class Settlement. Specific details of how to submit a "Request for Exclusion" will be provided by the Notice of Class Action Settlement.

38. Response Deadline

"Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) file and serve written objections to the settlement; or (c) dispute the information contained in the Notice of Class Action Settlement. The Response Deadline for Settlement Class Members to whom the Notice of Settlement is remailed after having been returned as undeliverable to the Settlement Administrator shall be fifty-five (55) calendar days after the Settlement Administrator's initial mailing of the Notice of Settlement to Settlement Class Members, or fourteen (14) calendar days after the re-mailing, whichever is later.

39. Settlement

"Settlement" or "Agreement" means this Class and Representative Settlement Agreement and Release.

40. Settlement Administrator

"Settlement Administrator" means ILYM Group, Inc., the third-party Settlement Administrator mutually agreed to by the Parties and appointed by the Court upon Class Counsel's motion for preliminary approval of this Settlement.

41. Settlement Administrator Costs

"Settlement Administrator Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement. References herein to actions and responsibilities of the Settlement Administrator shall be to those actions and responsibilities it shall take as set forth in the Agreement.

II. RECITALS

1. Procedural History.

Plaintiff Andres Sendis filed a PAGA letter naming Gucci and Kering Eyewear USA, Inc.[1] on April 19, 2024. Plaintiff Sendis initiated this action by filing his PAGA Complaint on July 24, 2024, in Riverside County Superior Court. On December 20, 2024, the Parties attended mediation

[1] Plaintiff Sendis subsequently dismissed his claims against Kering Eyewear USA, Inc.

with experienced wage and hour mediator David Phillips and arms-length settlement negotiations between the Parties resulted in a Settlement. Plaintiff Sendis subsequently filed an amended PAGA letter on May 23, 2025.

Before the mediation and to advance the mediation, Defendants produced extensive documentation including time and pay data, policy documents, class size information, pay period and workweek information and information regarding the hourly rates. Defendants provided information sufficient to enable Plaintiff Sendis and Class Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case.

On December 30, 2024, Plaintiff Walker filed her Complaint in Riverside County Superior Court. On February 21, 2025, Plaintiff Walker filed a First Amended Complaint, which defined the putative class to include all non-exempt employees of Defendants who did not sign an arbitration agreement containing a class action waiver provision. On June 14, 2025, Plaintiff Walker Filed a Second Amended Complaint.

The Parties subsequently reached agreement on a class and PAGA settlement that would consolidate the *Sendis* and *Walker* actions. In connection with this Settlement, Plaintiffs will file a First Amended Consolidated Complaint in the *Sendis* action, adding class claims to the *Sendis* Action and adding Telese Walker as a named Plaintiff. A copy of the First Amended Consolidated Complaint is attached to this Settlement, as described below. The Defendants will not be required to respond to the First Amended Consolidated Complaint.

Defendants deny any liability or wrongdoing of any kind associated with the claims asserted in the Action, dispute the damages and penalties claimed by Plaintiffs, and further contend that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against the Defendants as to the merits or lack thereof of the claims asserted in the Actions. The Defendants contend, among other things, that, at all times, each of them has complied with all applicable state, federal and local laws related to the Class Members' and PAGA Members' employment with Gucci. Kering Americas, Inc. specifically denies that it employed any of the Class Members and PAGA Members. Kering Americas, Inc. further denies any joint-employer relationship with Gucci. Nevertheless, Defendants have entered into this Settlement to avoid the cost, risk, and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of Defendants collectively or individually, or an admission that class or representative action treatment would be allowed outside the settlement context. Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendants to support a stay of such subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

The Class Representatives are represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including reviewing documents and information provided by Defendants. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding a class trial, and numerous potential appellate issues. Although Defendants deny any liability, each of them is agreeing to this Settlement to avoid the cost, distraction, and risks of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Actions on the terms set forth herein.

2. Benefits of Settlement to Class and PAGA Members.

Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiffs have taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Actions, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing damages for the Class Members. For example, Defendants contend that most Gucci employees are parties to enforceable arbitration agreements with class and representative action waivers that would likely result in an order compelling arbitration and preclude the Actions from proceeding on a class or representative basis. Plaintiffs and Class Counsel have considered Defendants' agreement to enter into a settlement that confers substantial relief upon the Class Members and PAGA Members. Based on the foregoing, Class Counsel has concluded that settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members and PAGA Members in light of all known facts and circumstances, including the risk of delay, defenses asserted by Defendants, numerous potential appellate issues, and other risks inherent in litigation.

3. Defendants' Reasons for Settlement.

Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of the Defendants' time, energy, and resources have been and, unless this Settlement is completed, will continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendants have also taken into account the risks of further litigation in reaching the decision to enter into this Settlement. Even though Defendants continue to contend that neither of them is liable or jointly and severally liable for any of the claims set forth by Plaintiffs in the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in the Action. Defendants contend that both of them have complied with all applicable state, federal, and local laws.

4. Settlement of Disputed Claims.

This Agreement is a compromise of disputed claims. Defendants have claimed and continue to claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. Class Members and PAGA Members have claimed and continue to claim that the Released Class Claims and the Released PAGA Claims have merit and give rise to liability on the part of either of Defendants. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, may be construed or used as an admission by or against the Class Members or Class Counsel as to the merits or lack thereof of the claims asserted in this Action.

III. TERMS OF AGREEMENT

1. Release as to All Participating Class Members.

Upon the Effective Date and Defendants' funding of the Gross Settlement Amount and employer's share of payroll taxes, Plaintiffs and all Participating Class Members, as well as their spouses, heirs, executors, administrators, trustees and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Released Class Claims. These releases will take effect whether or not a Participating Class Member receives his or her

Individual Settlement Payment or cashes and deposits any check for the Individual Settlement Payment.

2. Release as to All PAGA Members.

Upon the Effective Date and Defendants' funding of the Gross Settlement Amount and employer's share of payroll taxes, as representative of the State of California and on behalf of the LWDA, Plaintiffs fully and finally release the Released Parties from the PAGA Released Claims for the PAGA Settlement Period. These releases will take effect whether or not a PAGA Member receives his or her Individual PAGA Payment or cashes and deposits any check for the Individual PAGA Payment.

3. Release of Claims by Plaintiffs.

As of the Effective Date and Defendants funding of the Gross Settlement Amount and employer's share of payroll taxes, Plaintiffs and each of their respective former and present spouses, representatives, agents, attorneys (including Class Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: (i) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the First Amended Consolidated Complaint; and (ii) any and all known or unknown liabilities, claims, demands for damages, costs, indemnification, contribution, or any other thing for which Plaintiffs have or may have, including known or unknown causes of action, claims, or demands for damages, costs, indemnification, or contribution, whether certain or speculative, which may have come into existence at any time prior to the time of execution of this Agreement, or that may be brought in the future in connection with any acts or omissions that have arisen at any time prior to execution of this Agreement, including, but not limited to, any and all claims that Plaintiffs have actually alleged or could have alleged to date, any and all claims arising out of Plaintiffs' work for Gucci and/or employment status, any claims that Plaintiffs were wrongfully terminated or have been discriminated against or retaliated against in any way, or that Plaintiffs' privacy rights have been violated in any way, any and all claims arising under a "whistleblower" statute (including any claims arising under Labor Code §§ 6310, 1102.5), any and all claims for wage and hour violations, any and all claim for tortious conduct resulting in personal injuries or intentional infliction of emotional distress, any and all claims for violations under the California Business and Professions Code Section 17200, and any and all claims for or related to harassment, discrimination or retaliation on the basis of race, color, national origin, religion, gender, age, sexual orientation, ancestry, medical condition, marital status, pregnancy, physical or mental disability, associational disability, or other protected class, discharge in violation of public policy and/or violation of any state and federal laws, regulations, or constitutions, including without limitation, the Age Discrimination in Employment Act ("ADEA") and its amendment, the Older Workers Benefit Protection Act ("OWBPA"), the California Fair Employment and Housing Act ("FEHA"), the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, as amended, Secs. 503 and 504 of the Rehabilitation Act of 1973, as amended, The Fair Labor Standards Act, as amended, the National Labor Relations Act, as amended, the Labor – Management Relations Act, as amended, the Worker Adjustment and Retraining Notification Act of 1988, as amended, the Pregnancy Discrimination Act, the Employee Retirement Income Security Act of 1974, as amended, the Family Medical Leave Act of 1993, as amended, the California Family Rights Act, as amended, and the California Labor Code, including divisible individual claims under the Private Attorneys General Act, Labor Code § 2698, *et seq.*, and the California Wage Orders.

Plaintiffs' releases set forth herein include a waiver of all rights under California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT

TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which Plaintiffs now know or believe to exist, but Plaintiffs expressly agree to fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Gucci.

4. Amendment of Complaint and Preliminary Approval of Settlement.

In order to effectuate this class and PAGA Settlement and for settlement purposes only, the Parties will seek leave for the filing of a First Amended Consolidated Complaint, attached hereto as **Exhibit 5**, prior to Plaintiffs' filing of a motion for preliminary approval of this Settlement. Defendants will not be required to respond to the First Amended Consolidated Complaint. If the Court does not approve this Settlement or there is no Final Judgment, the First Amended Consolidated Complaint shall be null and void, and the originally filed *Sendis* PAGA Complaint shall be the operative pleading in the *Sendis* PAGA action, and the Parties will stipulate to the *Sendis* and *Walker* actions being deconsolidated.

Plaintiffs will move the Court to grant preliminary approval of this Settlement, certifying the Class for settlement purposes only and setting a date for a Final Approval Hearing. The Parties shall jointly be responsible for preparing the Motion for Preliminary Approval, supporting declarations, and exhibits thereto, for preliminary approval by the Court. Plaintiffs shall obtain a hearing before the Court on a date agreed upon by all counsel to request the preliminary approval of the Settlement and the entry of a Preliminary Approval Order: (a) conditionally certifying the Class for settlement purposes only; (b) preliminarily approving the proposed Settlement; and

(c) setting a date for final approval of the Settlement. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval.

If the Court does not grant preliminary approval or conditions preliminary approval on any change to this Agreement or the Class Notice, Class Counsel and the Defendants' counsel will expeditiously work together on behalf of the Parties by meeting and conferring, in good faith, to attempt to modify the Agreement and/or Class Notice and otherwise satisfy the Court's concerns.

Concurrently with the filing of the Motion for Preliminary Approval, Plaintiffs will, pursuant to California Labor Code § 2699(*l*), provide notice of the proposed Settlement to the LWDA. The Parties intend and believe that the notice pursuant to the procedures described in this section complies with the requirements of the PAGA.

5. <u>Settlement Administrator</u>.

Within fifteen (15) business days of the Court granting Preliminary Approval of this Agreement, the Defendants shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice of Class Action Settlement to the Class Members. The Settlement Administrator shall maintain the Class Information as private and confidential and shall not disclose such data to any persons or entities. For avoidance of doubt, neither Class Counsel nor Plaintiffs shall be permitted to review or receive a copy of the Class Information. The Class Information is being supplied solely for purposes of the administration of the Settlement set forth in this Agreement and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will not be used to solicit Class Members to file any claim, charge, or complaint of any kind whatsoever against any of the Released Parties and will only be used to administer the Settlement under the terms provided herein.

a. Notice by First-Class U.S. Mail.

Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within fourteen (14) days of receipt of the Class Information, the Settlement Administrator will mail copies of the Notice of Class Action Settlement in English to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, including performing a skip-trace to identify any updated addresses. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. The form of the proposed Notice of Class Action Settlement will be agreed to by the Parties, and subject to Court approval and modification as necessary to fulfill the Parties' desire to resolve the case.

b. Undeliverable Notices.

Any Notice of Class Action Settlement returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto. If no forwarding address is affixed, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address, and/or Social Security number of the Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within three (3)business days of receiving notice that a notice was undeliverable.

c. Disputes Regarding Individual Settlement Payments and Individual PAGA Payments.

Class Members and PAGA Members who disagree with the number of Eligible Workweeks or Eligible Pay Periods stated on their Notice of Class Action Settlement may provide documentation and/or an explanation to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine a Class Member's and PAGA Member's eligibility for, and the amounts of, Individual Settlement Payments and Individual PAGA Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment and Individual PAGA Payment will be binding upon the Parties. In the absence of circumstances indicating fraud, manipulation, or destruction, the records submitted by the Defendants will be given a rebuttable presumption of accuracy.

d. Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

e. Exclusions.

The Notice of Class Action Settlement shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline in a form substantially similar to **Exhibit 3** hereto. The Request for Exclusion must: (1) contain the name, address, and telephone number of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the class portion of the Settlement will not be entitled to any recovery under the class Settlement and will not be bound by the terms of the Class Settlement or have any right to object to or appeal the class settlement. However, any Request for Exclusion has no effect on the PAGA portion of this Settlement; PAGA Members cannot request exclusion from the PAGA Settlement and will receive an Individual PAGA Payment regardless of whether they submit a Request for Exclusion. Any Class Member who fails to submit a valid and timely Request for Exclusion on or before the Response Deadline shall become a Participating Class Member who is bound by all terms of the Settlement and any Final Judgment entered in this Action. If there are any uncashed settlement checks, the Settlement Administrator shall increase the Class Payment distributable to Participating Class Members so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount allocated toward payment to Participating Class Members.

No later than seven (7) days after the Response Deadline, the Settlement Administrator will provide counsel for the Parties with a complete list of all Class Members who have timely submitted a Request for Exclusion.

f. Objections.

The Notice of Class Action Settlement shall state that Class Members who wish to object to the Settlement may do so in person (or by other method of personal appearance permitted by the Court, e.g., Zoom) at the Final Approval Hearing and/or in writing. Any written objection ("Notice of Objection") must be mailed to the Settlement Administrator by the Response Deadline in a form substantially similar to **Exhibit 4** hereto. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of Objection must be signed by the Class Member and state: (1) the full name and address of the objecting Class Member; (2) the factual and/or legal basis for the objection; and (3) whether the Class Member intends to appear at the Final Approval Hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the Response Deadline is filed with the Court along with the Motion for Final Approval. Any of the Parties may file a response to any objection before the Final Approval Hearing.

6. No Solicitation of Settlement Objections or Exclusions.

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement or Requests for Exclusion, or to appeal from the Court's Final Judgment.

7. Gross Settlement Amount.

Defendants shall pay a non-reversionary amount not to exceed Three Hundred Ten Thousand Dollars ($310,000) as the Gross Settlement Amount to resolve the Action on a class and representative basis.

8. Escalator Clause

Defendants represent that there are approximately 36 Class Members who collectively worked approximately 5,285 Eligible Workweeks during the Class Settlement Period, and approximately 496 PAGA Members who collectively worked approximately 22,956 Eligible Pay Periods during the PAGA Settlement Period.

In the event that the total number of Eligible Workweeks for Class Members during the Class Settlement Period is greater than 6 percent (6%) higher than the total represented above and/or the total number of Eligible Pay Periods for PAGA Members during the PAGA Settlement Period is greater than ten percent (10%) higher than the total represented above, the Net Settlement Amount shall be increased proportionally for the Class Members and the PAGA Payment shall be increased proportionally for the PAGA members, based on the percentage by which the applicable total(s) exceed Defendants' original estimates.

If the increase applies only to Class Members' Eligible Workweeks, the proportional increase shall apply to the Net Settlement Amount. If the increase applies only to PAGA Members' Eligible Pay Periods, the proportional increase shall apply to PAGA Payment. If both exceed the six percent (6%) and ten percent (10%) thresholds, respectively, the proportional increases shall apply cumulatively to their respective portions.

9. Funding of the Qualified Settlement Fund.

No later than seven (7) calendar days after the Effective Date, the Settlement Administrator shall send the Defendants' counsel electronic wiring instructions for paying the Gross Settlement Amount ($310,000) into the QSF as well as the amount to be sent to the QSF to pay for the employer's share of payroll taxes. No later than thirty-five (35) calendar days after the Effective Date, the Defendants shall fund the QSF.

10. Net Settlement Amount.

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representatives' Enhancement Award, PAGA Payment, and Settlement Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Amount is $52,167. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Gross Settlement Amount:	$310,000
Requested Class Rep. Enhancement Awards:	$20,000 ($10,000 each)
Requested Class Counsel Fees:	$103,333
Requested Class Counsel Costs:	Up to $26,000
PAGA Payment to LWDA:	$75,000
PAGA Payment to PAGA Members	$25,000
Settlement Administrator Costs:	$8,500
Net Settlement Amount	$52,167

This is a non-reversionary Settlement in which Defendants will pay the entire Gross

Settlement Amount. No portion of the Gross Settlement Amount will revert to the Defendants. The employer's share of payroll taxes and other required withholdings from Individual Settlement Payments, including but not limited to the FICA and FUTA contributions, if applicable, shall be paid separately from, and in addition to, the Gross Settlement Amount. Any award of less than the amounts requested for the Class Representative Enhancement Award, Settlement Administration Costs, Class Counsel Fees, and Costs will be allocated to the Net Settlement Amount and distributed to the Participating Class Members.

11. Individual Settlement Payments.

Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows: (a) First, using the Class Information, the Settlement Administrator will compute the total number of Eligible Workweeks of all Participating Class Members collectively during the Class Settlement Period; this sum shall be known as the workweek total; (b) Second, the Settlement Administrator will divide the Net Settlement Amount by the workweek total to determine the settlement value for each Eligible Workweek (the "Workweek Value"); and (c) Third, the Settlement Administrator will multiply the number of Eligible Workweeks of a Participating Class Member during the Class Settlement Period by the Workweek Value to determine that Participating Class Member's Individual Settlement Payment.

Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address within fifteen (15) days after the Defendants fully fund the settlement.

12. PAGA Payments.

A total amount of $100,000 from the Gross Settlement Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA. Seventy-five percent (75%) of this amount ($75,000) will be the LWDA PAGA Payment to paid to the LWDA and the remaining twenty-five

(25%) of this amount ($25,000) shall be distributed to the PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not approved by the Court shall be added to the Net Settlement Amount and any additional amount ordered by the Court shall be paid from the Gross Settlement Amount; in no event shall the Defendants be required to pay in excess of the Gross Settlement Amount.

The LWDA PAGA Payment will be paid to the LWDA within fifteen (15) days after the Defendants fully fund the settlement.

The remaining 25% of the PAGA Payment to be distributed to the PAGA Members as Individual PAGA Payments and shall be distributed based on a pro rata share based on the number of Eligible Pay Periods during the PAGA Settlement Period. To establish the pay period value, the Settlement Administrator will first determine the total number of Eligible Pay Periods during the PAGA Settlement Period. The pay period value will be equal to 25% of the PAGA Payment divided by the total number of Eligible Pay Periods worked by PAGA Members during the PAGA Settlement Period. The pay period value will be rounded to the nearest cent. The amount of the Individual PAGA Payment to be paid to each PAGA Member will be determined by multiplying the pay period value by the total number of Eligible Pay Periods. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to each PAGA Member's last known mailing address within fifteen (15) days after Defendants fully fund the settlement.

13. <u>Class Representatives' Enhancement Award</u>.

Plaintiffs will make an application to the Court for a Class Representatives' Enhancement Award of up to $20,000 ($10,000 each), which shall be categorized as penalties and paid via 1099 and therefore not subject to withholding. The Class Representatives' Enhancement Award shall be paid to Plaintiffs from the Gross Settlement Amount no later than fifteen (15) days after the Defendants fully fund the Settlement. The Class Representatives' Enhancement Award shall be in addition to the Plaintiffs' Individual Settlement Payments as Class Members and Individual PAGA Payments as PAGA Members. Any amount requested by Plaintiffs for the Class Representatives' Enhancement Award that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement. In the event the Court reduces or does not approve the requested Class Representatives' Enhancement Award, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiffs or Class Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis.

14. Class Counsel Award.

Class Counsel will file a motion for attorneys' fees in the amount of up to thirty-three-and-one-third percent (33.33%) of the Gross Settlement Amount subject to any escalation, currently estimated to be $103,333 and for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel's prosecution of this matter, $26,000 (currently estimated to be $25,000) to be paid from the Gross Settlement Amount. Class Counsel shall be paid the Class Counsel Award no later than fifteen (15) days after the Defendants fully fund the Settlement. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs and, in the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiffs or Class Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis.

15. Tax Treatment.

The Settlement Administrator will report each payment made from the Qualified

Settlement Fund to state and federal government authorities, including the Internal Revenue Service, to the extent required by law. All Individual Settlement Payments shall be allocated as follows: 20% wages and expenses and 80% penalties and interest. The 20% portion of 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 this Agreement. Plaintiffs, any Participating Class Member, and any PAGA Member who receives any Individual Settlement Payment or Individual PAGA Payment should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Participating Class Members, PAGA Members, and Class Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement. Defendants make no representation, and it is understood and agreed that the Defendants have made no representation, as to the taxability to any Class Members of any portion of the Individual Settlement Payments, to any PAGA Members regarding the Individual PAGA Payments, the payment of any attorneys' fees and expenses to Class Counsel, or the payment of the Class Representatives' Enhancement Award to the Class Representatives. The Notice will advise each Class and PAGA Member to seek his/her own personal tax advice prior to acting in response to the Notice, and the Defendants, the Class Representatives, and Class Counsel agree that each Class and PAGA Member will have an adequate opportunity to seek tax advice prior to acting in response to the Notice.

16. <u>Circular 230 Disclaimer</u>.

Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (a) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (b) the acknowledging party (i) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (ii) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (c) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

17. <u>Unclaimed Settlement Payment(s)</u>.

After one hundred and eighty (180) days of the mailing of the Individual Settlement Payment and Individual PAGA Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement Payment and/or Individual PAGA Payment checks shall be distributed to Participating Class Members so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount allocated toward payment to Participating Class Members. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement will be paid out to Participating Class Members, whether or not they all cash their Individual Settlement Payments, and the Defendants will not be required to pay any interest on said amount.

As part of the administration, one hundred (100) days before the Individual Settlement Payment and Individual PAGA Payment checks expire, the Settlement Administrator shall mail reminder postcards to those Participating Class Members and PAGA Members whose settlement checks were not returned undeliverable and who have not cashed their checks.

18. Settlement Administrator Costs.

The Parties agree to allocate up to $8,500 of the Gross Settlement Amount for Settlement Administrator Costs but acknowledge that actual costs may rise if the number of class members is higher than indicated. Upon filing the motion for final approval, Plaintiffs will request the Court to award an amount equal to the actual administration costs. The Parties agree to cooperate in the Settlement Administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Settlement Administrator shall be paid the Settlement Administrator Costs no later than fifteen (15) days after the Defendants fully fund the settlement.

19. Settlement Administrator Responsibilities.

In addition to establishing the Qualified Settlement Fund, the Settlement Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the Class Information to calculate each Class Member's approximate Individual Settlement Payment and each PAGA Member's Individual PAGA Payment; ascertaining the identity and whereabouts of the Class Members and mailing the Notice of Class Action Settlement to them; communicating with Class Members as necessary; printing and mailing the Notice of Class Action Settlement and tax forms to the Participating Class Members and PAGA

Members; receiving and reporting requests for exclusion and objections; processing and mailing payments to Plaintiffs, Class Counsel, Participating Class Members, the LWDA, and PAGA Members; notifying the Parties of, and resolving any disputes regarding, the calculation of Participating Class Members' Individual Settlement Payments or PAGA Members' Individual PAGA Payments; complying with all tax-reporting notice and filing requirements; carrying out all other duties related to the Qualified Settlement Fund's documentation and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

Neither the Defendants nor their counsel shall have any responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiffs, Class Counsel, the Defendants, and the Defendants' counsel shall bear no responsibility for any errors or omissions in the calculation or distribution of the Individual Settlement Payments, Individual PAGA Payments, or any other distribution of monies contemplated by this Agreement.

20. Final Approval Hearing and Entry of Final Judgment.

Upon expiration of the Response Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (a) the Class Counsel Award; (b) the Class Representatives' Enhancement Award; (c) Individual Settlement Payments; (d) PAGA Payments to the LWDA and to PAGA Members; and (e) Settlement Administrator Costs.

21. Final Approval Order.

Plaintiffs will request, and the Defendants will concur in said request, that the Court enter, after the Final Approval Hearing, a final approval order and a final judgment. Plaintiffs will request that the final approval order: certify the Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement. The Parties shall jointly prepare the proposed final approval order. Plaintiffs shall be responsible for preparing the Motion for Final Approval and any Motion Requesting Attorneys' Fees, Costs, and Class Representatives' Enhancement Award, supporting declarations, and exhibits thereto, for final approval by the Court. Class Counsel agrees to provide the Defendants' counsel with drafts of all documents Plaintiffs intend to submit in support of the Motion for Final Approval and application for attorneys' fees and costs in advance of the filing of such documents at least seven days in advance of filing to allow the counsel for the Defendants a reasonable time to review and comment on such papers, and further agrees to reasonably incorporate the comments from counsel for the Defendants. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement that will result in entry of the final approval order.

22. <u>Nullification of Settlement</u>.

In the event: (a) the Court denies preliminary approval of the Settlement; (b) the Court denies final approval of the Settlement; (c) the Court declines to enter a final judgment as provided herein; or (d) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. Also, in the event the Court denies preliminary or final approval of the Settlement, the First Amended, Consolidated Complaint will be withdrawn, the *Sendis* and *Walker* actions shall revert to their respective positions as separate matters as they were before consolidation.

To the extent that more than 20% of Class Members submit valid Requests for Exclusion, the Defendants have the option to nullify this Settlement within ten (10) days of notification by the Settlement Administrator after the Response Deadline of the total number of Requests for Exclusion, via a written notice to Class Counsel. If the Defendants exercise this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed. If the Defendants exercise this option, Defendants shall pay the Settlement Administrator's reasonable costs incurred to that date.

23. Conditional Class Certification.

The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by the Defendants, including, without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiffs can establish any of the requisite elements for class or representative treatment of any of the claims in the Action.

If, for any reason, the Settlement is not approved, this Agreement will be void and the Parties will be restored to their respective positions as if they had not entered into the Agreement. The Parties further agree that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or not decertified, or that this matter may proceed as a representative action; or (b) the Defendants are liable to Plaintiffs or any Class Member or any PAGA Member other than according to the Settlement's terms. In the event the Settlement is not approved or otherwise voided, the Defendants expressly reserve all rights to challenge certification of a class, or Plaintiffs' ability to maintain a representative action, for all purposes.

24. No Publicity.

Prior to preliminary approval, the Parties agree not to disclose the terms of this settlement except in court papers filed to seek approval, except for any disclosures agreed to by the Parties and as necessary to effectuate the Settlement. Before or after approval, Plaintiffs and Class Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website (other than information directed to Class and PAGA Members regarding the approval), or otherwise publicize the settlement. Nothing herein restricts Class Counsel from fulfilling its duties to Class and PAGA Members. However, Class Counsel may (exclusively in future declarations submitted in Court) refer to the fact that this matter settled on a representative-action basis, for purposes of detailing the experience of counsel. Plaintiffs and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.

25. No Effect on Employee Benefits.

Any Class Representative Enhancement Award, Individual Settlement Payment, and Individual PAGA Payment shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiffs, Participating Class Members, or PAGA Members. The Parties agree that any Class Representative Enhancement Award, Individual Settlement Payments, and Individual PAGA Payments paid to Plaintiffs, Participating Class Members, and PAGA Members under the terms of this Settlement do not represent any modification of any previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan. Further, any Class Representatives' Enhancement Award, Individual Settlement Payments, and Individual PAGA Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan.

26. No Admission by the Defendants.

Defendants deny each and every one of Plaintiffs' allegations in their entirety and deny that either of them has violated any law or violated any legal or equitable obligation to Plaintiffs. Kering Americas, Inc. expressly denies that it was the employer or joint employer of Plaintiffs, Class Members, or PAGA Members. This Agreement is not a concession or admission and shall not be used against the Defendants as an admission or indication with respect to any claim of any fault, concession, or omission by the Defendants.

27. <u>Representation</u>.

All of the Parties have been represented by counsel throughout all negotiations which preceded the execution of this Settlement, and all Parties have been advised by counsel prior to entering into this Settlement.

Class Counsel represent that they do not currently represent any current or former employees who worked for Defendants in connection with any other filed or anticipated claims, charges, grievances, or complaints against the Defendants. Class Counsel represent that Class Counsel have not used any information obtained in the Action to solicit or assist any other persons or attorneys to commence a claim or proceeding against the Defendants.

28. <u>Exhibits and Headings</u>.

The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

29. <u>Calendar Days.</u>

Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

30. <u>Interim Stay of Proceedings</u>.

Upon full execution of this Agreement, the Parties agree to jointly request the Court to stay proceedings except for the proceedings necessary to implement and complete the Settlement.

31. <u>Amendment or Modification</u>.

This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

32. <u>Entire Agreement</u>.

This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

33. <u>Authorization to Enter into Settlement</u>.

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of the Defendants represent and warrant that they are authorized to sign this Agreement on behalf of the

Defendants. Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third party.

34. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

35. California Law Governs.

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

36. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

37. Jurisdiction of the Court.

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

38. Invalidity of Any Provision.

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiffs, on behalf of themselves and the Class Members and as

representatives of the State of California, and the Defendants have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

AGREED AND UNDERSTOOD:

PLAINTIFF ANDRES SENDIS

Dated: 10/17/2025 By: DocuSigned by: FE00432C35E04D2...
Plaintiff Andres Sendis

PLAINTIFF TELESE WALKER

Dated:__________ By: __________
Plaintiff Telese Walker

DEFENDANT GUCCI AMERICA, INC.

Dated:__________ By: __________

DEFENDANT GUCCI AMERICA, INC.

Dated:__________ By: __________

DEFENDANT KERING AMERICAS, INC.

Dated:__________ By: __________

APPROVED AS TO FORM

WILSHIRE LAW FIRM

Dated: 10/17/25 Tyler J. Woods
Tyler Woods
Counsel for Plaintiff ANDRES SENDIS

representatives of the State of California, and the Defendants have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

AGREED AND UNDERSTOOD:

PLAINTIFF ANDRES SENDIS

Dated:________________________ By: ________________________
Plaintiff Andres Sendis

PLAINTIFF TELESE WALKER

Dated: 10/16/2025 By: ________________________
Telese Walker (Oct 16, 2025 16:17:06 PDT)
Plaintiff Telese Walker

DEFENDANT GUCCI AMERICA, INC.

Dated:________________________ By: ________________________

DEFENDANT GUCCI AMERICA, INC.

Dated:________________________ By: ________________________

DEFENDANT KERING AMERICAS, INC.

Dated:________________________ By: ________________________

APPROVED AS TO FORM

WILSHIRE LAW FIRM

Dated: ________________ ________________________
Tyler Woods
Counsel for Plaintiff ANDRES SENDIS

representatives of the State of California, and the Defendants have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

AGREED AND UNDERSTOOD:

PLAINTIFF ANDRES SENDIS

Dated:______________________________ By: ______________________________
Plaintiff Andres Sendis

PLAINTIFF TELESE WALKER

Dated:______________________________ By: ______________________________
Plaintiff Telese Walker

DEFENDANT GUCCI AMERICA, INC.

Dated:______________________________ By: ______________________________
Christopher Marque
President & CEO, Gucci America, Inc.

DEFENDANT GUCCI AMERICA, INC.

Dated:______________________________ By: ______________________________
Matteo Comunalazzi
Chief Financial and Operating Officer, Gucci America, Inc.

DEFENDANT KERING AMERICAS, INC.

Laura Hansell

Dated:______________________________ By: ______________________________
Laura Hansell
General Counsel, Kering Americas, Inc.

APPROVED AS TO FORM

WILSHIRE LAW FIRM

Dated: ____________________ ______________________________
Tyler Woods
Counsel for Plaintiff ANDRES SENDIS

JAMES HAWKINS APLC

JAMES HAWKINS APLC

____

James R. Hawkins

Counsel for Plaintiff TELESE WALKER

MORGAN, LEWIS & BOCKIUS, LLP

Dated: ___________________ ____

Brian D. Fahy

Counsel for the Defendants GUCCI AMERICA, INC., KERING AMERICAS, INC.

JAMES HAWKINS APLC

James R. Hawkins
Counsel for Plaintiff TELESE WALKER
MORGAN, LEWIS & BOCKIUS, LLP

Dated: October 16, 2025

Brian D. Fahy
Counsel for the Defendants GUCCI AMERICA, INC., KERING AMERICAS, INC.

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. CVPS2404656

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 Sendris 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 ($310,000) 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 $103,333 (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.

4. What Will I receive under the Settlement?

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

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.

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.

(5) **Participate in the Final Approval Hearing**: The Court's Final Approval Hearing is scheduled to take place on ______________. 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.

(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 ______________.

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. CVPS2404656. 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.

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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. CVPS2404656

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]

<u>OPT-OUT FORM</u>

Sendis, et al., v. Gucci America, Inc., et al.
Superior Court of California, County of Riverside
Case No. CVPS2404656

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