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

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

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

v.

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

Defendants.

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

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

CLASS & REPRESENTATIVE ACTION

DECLARATION OF AMANDA HOWARD OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

FINAL APPROVAL HEARING

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

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

3. ILYM Group was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the *Objection Form, Opt-Out Form,* and *Court Approved Notice of Class and Representative Action Settlement and Hearing Date for Final Court Approval,* (referred to as "Class Notice Packet"); (b) receiving and processing requests for exclusion and objections to the Settlement; (c) resolving Class Members' disputes over the number of workweeks and/or pay periods Defendant has on record of them working during the Class Period, which was pre-printed on their individualized Class Notice; (d) establishing a QSF account and calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. On January 23, 2026, ILYM Group received the Court approved text for the Class Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice Packet, which was approved by the Parties' Counsel prior to mailing.

5. On February 6, 2026, ILYM Group received the class data file from Counsel for Defendant, which contained the name, social security number, last known mailing address, and the number of workweeks and pay periods for each Class Member and Aggrieved Employee. The data file was uploaded to our database and checked for duplicates and other possible discrepancies. The Class List contained unique records for 622 individuals, of which 35 were Class Members who worked a total of 5,614 workweeks and 610 were Aggrieved Employees who worked 21,581 pay periods.

6. The escalator clause of the Settlement Agreement indicates that Defendant represented there were 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. Therefore, the escalator clause has been triggered, and the Net Settlement Amount increased from $52,816.67 by 0.21% or $644.05. The escalated Net Settlement Amount is $53,480.72.

7. As part of the preparation for mailing, all 35 names and addresses contained in the Class List were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice Packet. To the extent that no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

8. On February 25, 2026, the Class Notice Packet was mailed, via U.S First Class Mail, to all 35 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed Class Notice Packet.

9. As of the date of this declaration, 2 Class Notice Packets have been returned to our office of which none were returned with a forwarding address. ILYM Group performed a computerized skip trace on the 2 returned Class Notice Packets that did not have a forwarding

address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice Packet. As a result of this skip trace, 2 updated addresses were obtained and the Class Notice Packets were promptly re-mailed to those Class Members, via U.S. First Class Mail.

10. As of the date of this declaration, a total of 2 Class Notice Packets have been re-mailed as a result of ILYM Group's skip tracing efforts.

11. As of the date of this declaration, a total of 0 Class Notice Packets have been deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

12. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement is April 11, 2026.

13. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to submit a written objection to the Settlement is April 11, 2026.

14. As of the date of this declaration, ILYM Group has not received any disputes from a Class Member.

15. The Net Settlement Amount available to Participating Class Members is estimated to be $53,480.72 and was calculated by adding the escalator increase of $664.05 and subtracting the requested attorneys' fees $103,333.33, the amount allocated for litigation costs and expenses $26,000.00, the requested Class Representative Service Payment $20,000.00, the requested Administration Expenses Payment $7,850.00, the LWDA Payment $75,000.00 and the PAGA Penalties allocation to Aggrieved Employees $25,000.00 from the Gross Settlement Amount $310,000.00.

16. As of this date, there are 35 Class Members who did not submit a timely and valid Request for Exclusion and are therefore deemed to be Participating Class Members. The Individual Class Payment is allocated on a pro rata basis using the Workweek Value of $9.53 multiplied by their workweeks worked.

17. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to be approximately $2,715.00, the *average* Individual Class Payment is currently estimated to be approximately $1,528.02 and, the *lowest* Individual Class Payment is currently estimated to be approximately $37.64. Plaintiff Andres Sendis's Gross Individual Class Payment

is currently estimated to be approximately $571.58 and Plaintiff Telese Walker's Gross Individual Class Payment is currently estimated to be approximately $1,676.63. These amounts are subject to employee-side tax and withholdings.

18. Pursuant to the Agreement, 25% of the PAGA Penalties payment $25,000.00 will be allocated to Aggrieved Employees regardless of whether he or she opted outs of the Class Settlement ("Employee PAGA Amount"); Aggrieved Employees cannot opt out of the PAGA Settlement. The Employee PAGA Amount is allocated on a pro rata basis using the Pay Period Value of $1.16 multiplied by their PAGA Pay Periods. There are 610 Aggrieved Employees who worked 21,581 pay periods during the PAGA period.

19. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently estimated to be approximately $86.88, the *average* Individual PAGA Payment is currently estimated to be approximately $40.98 and the *lowest* Individual PAGA Payment is currently estimated to be approximately $1.16. Plaintiff Andres Sendis's PAGA Payment is currently estimated to be approximately $34.75 and Plaintiff Telese Walker's PAGA Payment is currently estimated to be approximately $32.44.

20. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are $7,850.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

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 to the best of my knowledge and that this Declaration was executed this 10th day of April 2026, at Tustin, California.

Amanda Howard

AMANDA HOWARD

EXHIBIT “A”

Must Be Postmarked
No Later Than
April 11, 2026

<u>OBJECTION FORM</u>

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.

<u>DO NOT</u> RETURN THIS FORM IF YOU WANT TO REQUEST EXCLUSION FROM THE SETTLEMENT.

IF YOU <u>DO NOT</u> 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 April 11, 2026, as addressed as follows:

MAIL TO: ***Sendis, et al., v. Gucci America, Inc., et al. Settlement*** c/o ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781

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

ILYM ID: «ILYMID»
«Piece_Number»

Must Be Postmarked
No Later Than
April 11, 2026

OPT-OUT FORM

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 April 11, 2026, addressed as follows:

MAIL TO:
Sendis, et al., v. Gucci America, Inc., et al. Settlement
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

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

ILYM ID: «ILYMID»
«Piece_Number»

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 November 30, 2025); 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 November 30, 2025) ("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 (33.33% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $26,000 for actual litigation costs and expenses, the Settlement Administrator Costs ($8,500), and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA")

($100,000, allocated 75% ($75,000) to the LWDA and 25% ($25,000) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods). After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

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

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

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

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

4. **What Will I receive under the Settlement?**

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

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 «Class_Workweeks» workweeks during the Class Period (March 29, 2020, through November 30, 2025); and (c) you worked «PAGA_Pay_Periods» pay periods during the PAGA Period (from January 1, 2023, through November 30, 2025). If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

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

5. **How Does the Settlement Affect My Rights?**

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

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

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

B. PAGA Release.

After the Court's judgment is final, and Defendants have paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the State of California, the Labor and Workforce Development Agency, and the Labor Commissioner, the Released Parties from all demands, rights, liabilities, causes of action and claims that could have been sought by the Labor Commissioner for the alleged violations by Released Parties that were alleged or that could have been alleged based on the facts, circumstances, or primary rights asserted in the First Amended Consolidated Complaint and PAGA Notice Letters submitted by Plaintiff Sendis for violations of Labor Code sections 201, 202, 203, 204, 221, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, 6401, 6403, 2698, and 2699 et seq. and sections of the applicable wage order, including sections 3, 4, 11, and 12, as well as any and all claims for attorneys' fees, litigation costs, and interest allocated to those claims. The Released PAGA Claims include: (a) claims for unpaid wages, including claims for minimum, overtime, and double-time wages, the alleged failure to pay for all time worked (including time allegedly worked off the clock), the alleged failure to pay for all hours worked at correct rates, including overtime or double time at the correct regular rates, and the alleged failure to include non-discretionary bonuses, commissions, incentive pay, production pay, performance pay, gift cards, shift differentials, or other forms of remuneration in the calculation of the regular rate of pay used for the payment of wages, sick pay, and meal period premiums; (b) claims for meal period violations, including claims for late, short, interrupted and/or missed meal periods and/or the failure to pay premium wages, including premiums at the correct regular rates, and the alleged failure to properly record meal breaks; (c) claims for rest break violations, including claims for late, short, interrupted, missed, on premises, or otherwise improperly controlled or constrained rest breaks and/or the failure to pay premium wages, including premiums at the correct regular rates; (d) claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code sections 226(a)(1)–(9); (e) claims for untimely payment of final wages under Labor Code sections 201–203; (f) claims regarding the alleged failure to maintain and produce required records in violation of Labor Code section 1174, 1174.5, and the applicable IWC Wage Order; (g) claims for unreimbursed business expenses; (h) claims for untimely wage payments to current employees under Labor Code section 204; and (i) any other claims for civil penalties under the wage and hour laws alleged in the First Amended, Consolidated Complaint and in the PAGA Notice Letters. The period of the Released PAGA Claims will be the PAGA Settlement Period.

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

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

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

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

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

(5) **Participate in the Final Approval Hearing**: The Court's Final Approval Hearing is scheduled to take place on May 8, 2026, at 8:30 AM in Riverside Dept. 1. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the

Final Approval Hearing. If the final approval hearing is continued, the Administrator will give notice to any Class Member who filed an objection.

(6) **Challenge the Calculation of Your Pay Periods and/or Workweeks**: The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to GAI's records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge it by April 11, 2026.

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.

Class Counsel:

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Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

8. What if I Change My Address?

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

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