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**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

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

FINAL APPROVAL HEARING

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

1 This matter came before the Court for hearing on Plaintiff's Motion for Final Approval of
2 Class Action and PAGA Settlement and Award of Attorneys' Fees, Costs, and Class
3 Representative Enhancement Awards. The Court considered the proposed Class and
4 Representative Action Settlement Agreement And Release ("Settlement Agreement"), attached as
5 Exhibit 1 to the Declaration of Tyler J. Woods in Support of Plaintiffs' Motion for Preliminary
6 Approval of Class Action and PAGA Settlement (filed October 20, 2025), the submissions of
7 counsel, and all other papers filed in this action. This matter having been submitted, and good
8 cause appearing therefore, this Court **HEREBY ORDERS THAT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS ORDERED THAT:

1. Class Members: The Court certifies, for settlement purposes only, the following Class: 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.

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

the Release by Participating Class Members.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Compliance Hearing. The Court sets a compliance hearing for March 12, 2027, subject to the availability of the Court, at 8:30 am.

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

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

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

IT IS SO ORDERED.

DATED: _____ By: _____
HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT