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MICHAEL KORS (USA), INC.; MICHAEL KORS  
STORES (CALIFORNIA), INC.; MICHAEL KORS  
RETAIL, INC.; and ADECCO USA, INC.

*(Additional Counsel Listed On Next Page)*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

KENNETH TAYLOR, on behalf of himself and  
all aggrieved California-based non-exempt  
employees,

Plaintiff,

v.

MICHAEL KORS, INC.; MICHAEL KORS  
(USA), INC.; MICHAEL KORS STORES  
(CALIFORNIA), INC.; MICHAEL KORS  
RETAIL, INC.; ADECCO USA, INC.; and DOES  
1 through 100, inclusive,

Defendants.

Case No. 20STCV19614

HON. GREGORY ALARCON, DEPT. 36

**SETTLEMENT AGREEMENT AND  
RELEASE OF PAGA CLAIMS**

Complaint Filed: May 22, 2020  
FAC Filed: July 21, 2020  
SAC Filed: March 25, 2021  
Trial Date: June 9, 2022

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Ky

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Attorneys for Plaintiff  
10 KENNETH TAYLOR

This Settlement Agreement and Release of PAGA Claims ("Agreement") is between Plaintiff Kenneth Taylor ("Plaintiff"), on behalf of himself, the State of California, and other allegedly aggrieved employees, and Defendants Michael Kors (USA), Inc. and Adecco, USA, Inc. ("Defendants" and with Plaintiff, the "Parties"). By executing this Agreement, the Parties intend to settle the lawsuit entitled *Taylor v. Michael Kors, Inc.*, Case No. 20STCV19614 (Los Angeles County Superior Court, filed May 22, 2020) (the "Action") involving claims brought under the California Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 *et seq.*

## 1. DEFINITIONS

The following terms shall be defined as set forth below for purposes of this Agreement only:

**1.1. "Administration Fees"** means the amount to be paid to the Settlement Administrator (as defined below) for costs associated with administration of the settlement contemplated by this Agreement, including costs for, among other things, printing, copying, formatting, translation of materials, postage, envelopes, computer searches to locate addresses, calculation of payments, costs associated with the process for any uncashed settlement checks, and any other expenses the Settlement Administrator incurs to complete the settlement process according to the terms of this Agreement. The Parties agree that Administration Fees will not exceed \$16,500, all of which are to be taken from the PAGA Gross Settlement Amount (as defined below).

**1.2. "Aggrieved Employees"** means all non-exempt individuals in California who were either (i) employed by Defendant Michael Kors (USA), Inc.; or (ii) employed by Defendant Adecco USA, Inc. and assigned to perform work at Defendant Michael Kors (USA), Inc.'s Whittier, California distribution center, during the Settlement Period (as defined below).

**1.3. "Aggrieved Employee Settlement Amount"** means 25% of the PAGA Net Settlement Amount (as defined below).

**1.4. "Approval Order"** means the approval order issued and entered by the Court following a Motion or Stipulation for approval of this Agreement.

**1.5. "Attorneys' Fees and Costs"** means the payment, as approved by the Court, to be made to Plaintiff's Counsel (as defined below) in full satisfaction of all claims Plaintiff may have for reasonable attorneys' fees, litigation costs, and expenses incurred in the Action. Attorneys' Fees and

Costs are to be taken from the PAGA Gross Settlement Amount (as defined below). The amount of attorneys' fees awarded to Plaintiff's Counsel may not exceed 33- $\frac{1}{3}$ % of the PAGA Gross Settlement Amount and/or Fifty-Two Thousand Eight Hundred Dollars and Zero Cents (\$52,800.00), and the amount of litigation costs and expenses (combined) may not exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00). Defendants will not object to or otherwise oppose requests consistent with this paragraph.

**1.6. "Effective Date"** means the date on which the Judgment (as defined below) becomes final. For purposes of this Agreement, the Judgment "becomes final" upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Judgment (this time period shall not be less than 60 calendar days after the Judgment is entered); (ii) if there is an appeal, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment. No money will be distributed unless and until the Effective Date occurs.

**1.7. "Escalator Clause"** means the increase in the PAGA Gross Settlement Amount (as defined below) if the total number of pay periods during the Settlement Period (as defined below) exceeds 38,207 pay periods. For each pay period that exceeds 38,207 pay periods, the PAGA Gross Settlement Amount shall increase by \$4.50.

**1.8. "Individual Settlement Payments to Aggrieved Employees"** means the individual payments that shall be made to each Aggrieved Employee, which in the aggregate shall total the Aggrieved Employee Settlement Amount. Individual Settlement Payments to Aggrieved Employees are to be taken from the PAGA Net Settlement Amount (as defined below).

**1.9. "Judgment"** means a judgment entered by the Court that approves this Agreement, incorporates by reference the terms and conditions of this Agreement, and dismisses the Action with prejudice.

**1.10. "LWDA"** means the Labor and Workforce Development Agency.

**1.11. "LWDA PAGA Payment"** means the payment that shall be made to the LWDA,

1 which shall equal 75% of the PAGA Net Settlement Amount (as defined below). LWDA PAGA  
2 Payment is to be taken from the PAGA Net Settlement Amount.

3 **1.12. "PAGA Gross Settlement Amount"** means One Hundred Sixty Thousand  
4 Dollars and Zero Cents (\$160,000.00). This amount shall be used to satisfy all liabilities arising from  
5 this Agreement, including Attorneys' Fees and Costs, Plaintiff's Enhancement Payment (as defined  
6 below), Individual Settlement Payments to Aggrieved Employees, Administration Fees, and LWDA  
7 PAGA Payment. Defendants shall pay exactly the PAGA Gross Settlement Amount to fulfill all of its  
8 obligations under this settlement. The amount of the PAGA Gross Settlement Amount is a material term  
9 of this Agreement and Defendants shall not be required to pay more than the PAGA Gross Settlement  
10 Amount, unless the total number of pay periods during the Settlement Period exceeds 38,207 pay  
11 periods, which triggers the Escalator Clause.

12 **1.13. "PAGA Net Settlement Amount"** means the amount, as approved by the Court,  
13 after Attorneys' Fees and Costs, Plaintiff's Enhancement Payment, and Administration Fees are  
14 subtracted from the PAGA Gross Settlement Amount.

15 **1.14. "Plaintiff's Counsel"** means the law firms of Lavi & Embrahimian, LLP and the  
16 Law Offices of Sahag Majarian II.

17 **1.15. "Plaintiff's Enhancement Payment"** means the Court-approved payment that  
18 shall be made to Plaintiff in consideration for his time and assistance provided to Plaintiff's Counsel in  
19 pursuing this Action. Plaintiff's Enhancement Payment shall be in addition to the amount payable to  
20 Plaintiff as the Individual Settlement Payments to Aggrieved Employees. Plaintiff's Enhancement  
21 Payment shall not exceed \$5,000. Plaintiff's Enhancement Payment shall also be consideration for a  
22 general release of all known and unknown claims against the Released Parties (as defined below).  
23 Plaintiff's Enhancement Payment is to be taken from the PAGA Gross Settlement Amount.

24 **1.16. "Settlement Administrator"** means Simpluris or any other third-party  
25 settlement administrator approved by the Parties. The Settlement Administrator will be responsible for  
26 establishing a Qualified Settlement Fund (as defined below), and issuing all payments and appropriate  
27 tax forms.

28 **1.17. "Settlement Period"** means May 22, 2019 through the date of entry of the

1 Approval Order.

2 **1.18. “Qualified Settlement Fund”** means a fund established by the Settlement  
3 Administrator pursuant to U.S. Treasury Regulation Section 468B-1.

4 **2. RECITALS AND PROCEDURAL HISTORY**

5 **2.1. Allegations in the Action.** On May 22, 2020, Plaintiff filed the Action in the  
6 Superior Court of the State of California for the County of Los Angeles, individually and on behalf of  
7 the State of California and similarly situated “aggrieved employees” pursuant to PAGA. In addition to  
8 Defendants, Plaintiff named Michael Kors, Inc.; Michael Kors Stores (California), Inc.; and Michael  
9 Kors Retail, Inc. Plaintiff has dismissed Michael Kors, Inc.; Michael Kors Stores (California), Inc.; and  
10 Michael Kors Retail, Inc., without prejudice. As amended, the Second Amended Complaint alleges  
11 claims for penalties under PAGA for violation of IWC Wage Orders 7-2001 and 9-2001, Section 14  
12 (suitable seating) and Section 15 (temperatures providing reasonable comfort consistent with industry-  
13 wide standards).

14 **2.2. Defendants’ Denials.** Nothing in this Agreement shall constitute an admission  
15 on behalf of Defendants of any form of liability or the accuracy of any allegation against them.  
16 Defendants deny (1) all the material allegations in the Action; (2) that they violated any applicable laws;  
17 and (3) that they are liable for damages, penalties, attorneys’ fees, costs, or any other form of  
18 compensation or remedy with respect to the claims asserted in the Action. Nevertheless, without  
19 admitting any liability or wrongdoing, Defendants have agreed to settle the Action on the terms set forth  
20 in this Agreement to avoid the burden, expense, and uncertainty of litigation. Any statements by  
21 Defendants in this Agreement are made for settlement purposes only.

22 **2.3. Counsel’s Investigation.** Plaintiff’s Counsel has investigated the facts relating to  
23 the claims alleged in the Second Amended Complaint and also has analyzed all defenses. Plaintiff’s  
24 Counsel also engaged in formal and informal discovery and obtained the production of relevant data  
25 from Defendants prior to settlement discussions, to allow Plaintiff’s Counsel to further investigate and  
26 evaluate the claims and defenses in this Action.

27 **2.4. Negotiation of Settlement.** Subsequent to their exchange of data and documents,  
28 the Parties engaged in arms-length negotiations on October 18, 2021 through a mediation facilitated by

1 David A. Rotman, Esq.

2 **3. COURT APPROVAL OF SETTLEMENT**

3 **3.1. Court Approval of the Settlement.** The Parties will present this Agreement to  
4 the Court and will jointly stipulate and request that the Court issue the Approval Order and Judgment.  
5 Upon entry of the Approval Order, the Court shall also enter Judgment. Plaintiff's counsel agrees that  
6 the stipulation for settlement will be filed as soon as possible, and shall include this Agreement, a  
7 [Proposed] Approval Order, and a [Proposed] Judgment. All of these documents shall be filed no later  
8 than November 29, 2021.

9 **4. SETTLEMENT PROCEEDS**

10 **4.1. Funding of the Settlement.** Within 30 calendar days after the Effective Date,  
11 Defendants will deposit the PAGA Gross Settlement Amount with the Settlement Administrator.

12 **4.2. Delivery of the List of Aggrieved Employees.** As soon as practicable, but no  
13 later than 30 calendar days after the Effective Date, Defendants will provide the Settlement  
14 Administrator with a confidential list containing the Aggrieved Employees' names, last known  
15 addresses, last known telephone numbers, and social security numbers, which will be used to send the  
16 Individual Settlement Payments to Aggrieved Employees. Defendants will also provide the Settlement  
17 Administrator with the number of pay periods worked by each Aggrieved Employee as of October 2021.  
18 Data provided by Defendants shall be kept confidential by the Settlement Administrator except for  
19 purposes of administering the settlement. The Settlement Administrator shall not share any personally-  
20 identifying Aggrieved Employee data with Plaintiff's Counsel, but may disclose the number of  
21 Aggrieved Employees, the number of pay periods worked by each Aggrieved Employee, and their  
22 Individual Settlement Payments.

23 **4.3. Categories of Settlement Payments.** Within 60 calendar days after the Effective  
24 Date, the Settlement Administrator shall issue the following payments: (a) the Individual Settlement  
25 Payments to Aggrieved Employees (including Plaintiff); (b) the LWDA PAGA Payment to the LWDA;  
26 (c) Plaintiff's Enhancement Payment to Plaintiff; (d) Attorney's Fees and Costs to Plaintiff's Counsel;  
27 and (e) the Administration Fees to itself. The Settlement Administrator, and not Defendants, will issue  
28 appropriate tax forms for all payments issued under this Settlement. Because the payments made under

1 this Agreement will be made with respect to only the PAGA claims for all Aggrieved Employees and  
2 the individual claims for Plaintiff, this Agreement is not subject to the rules governing the settlement of  
3 class or collective actions. Accordingly, the payments shall be distributed without a claims process or  
4 an opportunity to object or opt out.

5 **4.4. Distribution of PAGA Net Settlement Amount.** The PAGA Net Settlement  
6 Amount will be distributed as follows:

7 **a.** 75% of the PAGA Net Settlement Amount shall be paid to the LWDA as  
8 the LWDA PAGA Payment; and

9 **b.** The remaining 25% of the PAGA Net Settlement Amount shall be paid as  
10 Individual Settlement Payments to Aggrieved Employees. An Individual Settlement Payment shall be  
11 calculated by (i) multiplying the amount of pay periods worked by an Aggrieved Employee as of  
12 October 2021 and the Aggrieved Employee Settlement Amount, and (ii) dividing that amount by 35,542  
13 pay periods, or the amount of pay periods to be added by the Escalator Clause, if any.

14 **c.** The number of pay periods designated for each Aggrieved Employee shall  
15 be the pay periods between May 22, 2019 and October 2021. At the time that the Parties mediated this  
16 Action, the total number of pay periods was 35,542 pay periods. The number of pay periods designated  
17 for each Aggrieved Employee is subject to increase pursuant to the Escalator Clause in Section 1.7  
18 above.

19 **4.5. Distribution of Individual Settlement Payments to Aggrieved Employees.**

20 Within 60 calendar days after the Effective Date, the Settlement Administrator will issue to each  
21 Aggrieved Employee a check in the amount of his or her Individual Settlement Payment, along with an  
22 explanatory letter in the form attached hereto as **Exhibit A**. Checks shall remain negotiable for 180  
23 days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent  
24 promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding  
25 address is provided, the Settlement Administrator shall use the National Change Of Address ("NCOA")  
26 database maintained by the United States Postal Service to locate the Aggrieved Employee and will then  
27 mail the Individual Settlement Payment to the address identified by the NCOA. Funds contained in the  
28 settlement checks that are returned as undeliverable and in settlement checks uncashed for more than

1 180 days after issuance will be tendered to the California State Controller's Office - Unclaimed Property  
2 Fund, to be held in the name of the Aggrieved Employee. All settlement payments to Aggrieved  
3 Employees will be treated as miscellaneous income for which a Form 1099 will be issued.

4 **4.6. Attorneys' Fees and Costs.**

5 **a.** Plaintiff's Counsel will apply to the Court for an award of attorneys' fees  
6 not to exceed thirty three and one-third percent (33- $\frac{1}{3}$ %) of the PAGA Gross Settlement Amount and/or  
7 Fifty-Two Thousand Eight Hundred Dollars and Zero Cents (\$52,800.00). Plaintiff's Counsel will also  
8 apply to the Court for an award of reasonable litigation costs not to exceed Eighteen Thousand Dollars  
9 and Zero Cents (\$18,000.00). Plaintiff's Counsel will be responsible for submitting all documents  
10 necessary to support their request for attorneys' fees and costs.

11 **b.** Defendants will not oppose or object to Plaintiff's Counsel's application  
12 for attorneys' fees, not to exceed thirty three and one-third percent (33- $\frac{1}{3}$ %) of the PAGA Gross  
13 Settlement Amount and/or Fifty-Two Thousand Eight Hundred Dollars and Zero Cents (\$52,800.00),  
14 and reasonable litigation costs not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00).

15 **c.** In the event that the Court does not approve an award of attorneys' fees or  
16 costs equal to the requested amount, or the Court approves a lesser amount, or the Court alters the  
17 payment methodology described herein, Plaintiff's Counsel agrees not to seek additional review of the  
18 Court's decision regarding attorneys' fees and costs, and this Settlement will remain enforceable.

19 **d.** Any reductions by the Court of Plaintiff's Counsel's request for attorneys'  
20 fees or costs shall revert to the PAGA Net Settlement Amount.

21 **e.** Defendants shall have no liability for any other attorneys' fees or costs.

22 **f.** The Settlement Administrator shall issue Forms 1099 to Plaintiff's  
23 Counsel to reflect payment of Attorneys' Fees and Costs. Plaintiff's Counsel agrees that they are solely  
24 responsible for paying all applicable taxes on Attorneys' Fees and Costs.

25 **4.7. Escalator Clause.** The Settlement Period is premised on Aggrieved Employees  
26 having worked approximately 35,542 pay periods. If during the Settlement Period, the number of pay  
27 periods worked by Aggrieved Employees is more than 38,207 pay periods, the PAGA Gross Settlement  
28 Amount shall increase by \$4.50 for each period that exceeds 38,207 pay periods. In other words, 38,208

1 pay periods worked within the Settlement Period will result in a \$4.50 increase of the PAGA Gross  
2 Settlement Amount; 38,209 pay periods worked within the Settlement Period will result in a \$9 increase  
3 of the PAGA Gross Settlement Amount. If Plaintiff's Counsel fails to file the stipulation of settlement  
4 by November 29, 2021, this paragraph shall be null and void, and shall not come into effect.

5 **4.8. No Credit Toward Benefit Plans.** Payments to Aggrieved Employees, including  
6 Plaintiff, will not be utilized to calculate any additional benefits under any benefit plans to which any  
7 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,  
8 401(k) or 403(b) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather,  
9 it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to  
10 which any Aggrieved Employee may be entitled under any benefit plans.

11 **4.9. Circular 230 Disclaimer.** Each Party to this Agreement acknowledges and  
12 agrees that (1) no provision of this Agreement, and no written communication or disclosure between or  
13 among the Parties or their attorneys or other advisors, is or was intended to be, nor will any such  
14 communication or disclosure constitute or be construed or be relied upon as, tax advice within the  
15 meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (2) each  
16 Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice  
17 (including tax advice) in connection with this agreement, (b) has not entered into this Agreement based  
18 upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not  
19 entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to  
20 avoid any tax penalty that may be imposed on the Party; and (3) no attorney or advisor to any other  
21 Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax  
22 strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the  
23 tax treatment or tax structure of any transaction, including any transaction contemplated by this  
24 Agreement.

## 25 **5. RELEASES**

26 **5.1. Release of PAGA Claims.** Upon entry of Judgment and subject to Defendants'  
27 full payment of the PAGA Gross Settlement Amount, Plaintiff, the State of California, and Aggrieved  
28 Employees will fully and finally release and discharge Defendants, Michael Kors, Inc. Michael Kors

1 Stores (California), Inc.; Michael Kors Retail, Inc.; and all of their former, present and future owners,  
2 parents, affiliates, and subsidiaries, and all of their current, former and future officers, directors,  
3 members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors,  
4 assigns, accountants, insurers, or legal representatives (“Released Parties”), from all PAGA claims by  
5 the Aggrieved Employees alleged in the operative Second Amended Complaint, or which could have  
6 been alleged based on the facts set forth in the Second Amended Complaint, which may have arisen  
7 during Settlement Period.

8 **5.2. Claims Released By Plaintiff.** Plaintiff generally releases any and all known and  
9 unknown claims against the Released Parties as of the date of this Agreement. This general release of  
10 all known and unknown claims includes, but is not limited to, claims for unpaid wages, wage-related  
11 penalties, interest, or business-related expenses. This also includes, but is not limited to, claims for  
12 employment discrimination, harassment, wrongful termination, constructive termination, violation of  
13 public policy, breach of any express or implied contract, breach of any implied covenant, fraud,  
14 intentional or negligent misrepresentation, emotional distress, defamation, libel, slander, or any other  
15 claims relating to Plaintiff’s employment or alleged employment. This release shall not apply to any  
16 claims that cannot be released as a matter of law.

17 For the purpose of implementing a full and complete release and discharge of Defendants and the  
18 Released Parties, Plaintiff expressly acknowledges that the release in this Agreement is intended to  
19 include in its effect, without limitation, all claims he did not know or suspect at the time of execution  
20 hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be  
21 based, would materially have affected the settlement of this matter, and that the consideration given  
22 under this Agreement is also for the release of those claims and contemplates the extinguishment of any  
23 such claims.

24 Plaintiff expressly waives all rights provided by California Civil Code § 1542, or other similar  
25 statutes that Plaintiff may have against any of the Released Parties. California Civil Code § 1542  
26 provides:

27 **A general release does not extend to claims that the creditor or**  
28 **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,**

1                   **would have materially affected his or her settlement with the debtor or**  
2                   **released party.**

3                   This general release and waiver of rights under California Civil Code § 1542 includes any and all  
4                   claims based on conduct or omissions that occurred at any time prior to the date of entry of Judgment.

5                   **5.3. General Release of All Claims By Defendants and Released Parties Against Plaintiff.**

6                   Defendants and Released Parties immediately, irrevocably, and fully release and discharge Plaintiff from  
7                   all claims, liabilities, demands, damages, and causes of action of any nature whatsoever, whether at law,  
8                   by statute, in equity, in contract or in tort, and whether or not the economic effect of such alleged  
9                   matters arises or is discovered in the future, which Defendants and Released Parties now have or may  
10                  claim to have against Plaintiff for any acts or omissions by Plaintiff on or before the Effective Date of  
11                  this Agreement, including but not limited to the claims that arise out of or are any way related to the  
12                  Action.

13                  **6. MISCELLANEOUS**

14                  **6.1. No Prior Assignment.** Plaintiff represents and warrants that he has not assigned  
15                  or transferred any portion of any claims, demands, obligations, causes of action, rights, or liabilities that,  
16                  but for such assignment or transfer, would be released under this Agreement.

17                  **6.2. Nullification of Settlement Agreement.** Unless otherwise noted herein, if (i) the  
18                  Court does not approve the settlement as provided or (ii) the Effective Date does not occur for any other  
19                  reason, this Agreement and any documents generated to bring it into effect will be null and void, and the  
20                  Parties will be returned to their original, respective positions.

21                  **6.3. Warranty of No Pending Claims.**

22                  **a.** Plaintiff agrees that, unless pursuant to a valid subpoena or as otherwise  
23                  compelled by law, he will not in the future directly or indirectly encourage, solicit, seek out, or assist  
24                  any other person in considering or bringing claims against the Released Parties that are the same as  
25                  those asserted in the Action. Nothing in this Agreement waives or limits Plaintiff's right to respond  
26                  accurately to any question when required to do so by law or in response to a valid subpoena or written  
27                  request for information by a legislature or administrative agency. Within five (5) business days of being  
28                  served with a valid and legally enforceable subpoena or other written request for information or

1 testimony, Plaintiff shall contact Defendants' counsel as follows: Elizabeth M. Levy at Seyfarth Shaw  
2 LLP, 2029 Century Park East, Suite 3500, Los Angeles, CA 90067, email: elevy@seyfarth.com.

3 **6.4. Entire Agreement.** This Agreement constitutes the entirety of the Parties'  
4 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed  
5 binding on the Parties.

6 **6.5. Amendment or Modification.** This Agreement may be amended or modified  
7 only by a written instrument, signed by all Parties and their counsel.

8 **6.6. Authorization to Enter into a Settlement Agreement.** Counsel for all Parties  
9 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this  
10 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
11 to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts  
12 to effect the implementation of the settlement.

13 **6.7. Governing Law.** All terms of this Agreement shall be governed by, and  
14 interpreted according to, the laws of the State of California.

15 **6.8. Execution and Counterparts.** This Agreement is subject to the execution of all  
16 Parties and their counsel. However, the Agreement may be executed in one or more counterparts. All  
17 executed counterparts and each of them, including fax and scanned copies of the signature page, will be  
18 deemed to be one and the same instrument.

19 **6.9. Invalidity of Any Provision.** Before declaring any provision of this Agreement  
20 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible  
21 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
22 enforceable.

23 **6.10. Construction and Interpretation.** Headings and paragraph titles are inserted as  
24 a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of  
25 this Agreement or any of its provisions. Each term of the Agreement is contractual.

26 **6.11. Waiver.** No waiver of any condition or covenant contained in this Agreement or  
27 failure to exercise a right or remedy by any of the Parties will be considered to imply or constitute a  
28 further waiver by such party of the same or any other condition, covenant, right or remedy. Any waiver

1 must explicitly be in writing, identifying the term of the Agreement that is waived, and signed by the  
2 waiving Party.

3 **6.12. Mutual Preparation.** The Parties have had a full opportunity to negotiate the  
4 terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more  
5 strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one  
6 of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all  
7 Parties have contributed to the preparation of this Agreement.

8 **6.13. Representation by Counsel.** The Parties acknowledge that they have been  
9 represented by counsel throughout all negotiations that preceded the execution of this Agreement, and  
10 that this Agreement has been executed with the consent and advice of counsel, and reviewed in full.

11 **6.14. Cooperation and Execution of Necessary Documents; Stipulation/Motion for**  
12 **Court Approval.** All Parties will cooperate in good faith and execute all documents to the extent  
13 reasonably necessary to effectuate the terms of this Agreement. Plaintiff's Counsel shall assist with the  
14 preparation and filing of a joint stipulation for Court approval of the Settlement (or a motion if required  
15 by the Court) as soon as practicable, but no later than November 29, 2021.

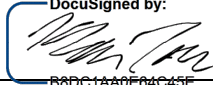
16 **6.15. Binding Agreement.** The Parties warrant that they understand and have full  
17 authority to enter into this settlement, and further intend that this Agreement will be fully enforceable  
18 and binding on all Parties, and agree that it will be admissible and subject to disclosure in any  
19 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise  
20 might apply under federal or state law.

21 **6.16. Compliance with PAGA's Procedural Requirements.** Plaintiff agrees that  
22 Plaintiff's Counsel will notify the LWDA of the Settlement and perform any and all statutory tasks as  
23 required by law necessary to effectuate consummation and approval of this Settlement. Plaintiff will  
24 submit this Agreement to the LWDA within three (3) business days after it is fully executed. The  
25 stipulation and related documents must be submitted to the Court no later than November 29, 2021.

**SO AGREED AND STIPULATED:**

Dated: November 25, 2021

Plaintiff KENNETH TAYLOR

By:   
B8DC1AA0E04C45E...  
Kenneth Taylor

Dated: \_\_\_\_\_, 2021

Defendant MICHAEL KORS (USA), INC.

By: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_, 2021

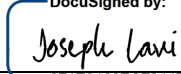
Defendant ADECCO (USA), INC.

By: \_\_\_\_\_  
Name:  
Title:

**APPROVED AS TO FORM:**

DATED: November 29, 2021

LAVI & EBRAHIMIAN, LLP  
LAW OFFICE OF SAHAG MAJARIAN II

By:   
871E0169FCF244D...  
Joseph Lavi  
Vincent C. Granberry  
Anwar D. Burton  
Sahag Majarian II  
  
Attorneys for Plaintiff  
KENNETH TAYLOR

1 DATED: November \_\_, 2021

SEYFARTH SHAW LLP

By: \_\_\_\_\_

Jon D. Meer  
Elizabeth M. Levy  
Rontin Parvaresh

Attorneys for Defendants  
MICHAEL KORS (USA), INC., MICHAEL  
KORS STORES (CALIFORNIA), INC.,  
MICHAEL KORS RETAIL, INC. and  
ADECCO USA, INC.

**SO AGREED AND STIPULATED:**

Dated: \_\_\_\_\_, 2021

Plaintiff KENNETH TAYLOR

By: \_\_\_\_\_  
Kenneth Taylor

11/29/2021  
Dated: \_\_\_\_\_, 2021

Defendant MICHAEL KORS (USA), INC.

By: Jenna Hendricks  
Name: Jenna Hendricks  
Title: svp, chief people officer

11/29/2021  
Dated: \_\_\_\_\_, 2021

Defendant ADECCO (USA), INC.

By: Sara Gordon  
Name: Sara Gordon  
Title: VP CUSTOMER SUCCESS

**APPROVED AS TO FORM:**

DATED: November \_\_, 2021

LAVI & EBRAHIMIAN, LLP  
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1 DATED: November \_\_, 2021  
2 11/29/2021

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3  
4 By: *Elizabeth Levy*

5 Jon D. Meer  
6 Elizabeth M. Levy  
7 Romtin Parvaresh

8 Attorneys for Defendants  
9 MICHAEL KORS (USA), INC., MICHAEL  
10 KORS STORES (CALIFORNIA), INC.,  
11 MICHAEL KORS RETAIL, INC. and  
12 ADECCO USA, INC.  
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**EXHIBIT A**

Date

**NOTICE OF SETTLEMENT****Los Angeles County Superior Court Case No. 20STCV19614****Case Name: *Kenneth Taylor v. Michael Kors, Inc., et al.***

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

Michael Kors (USA), Inc. and Adecco USA, Inc. have entered into a compromise and settlement with the State of California in connection with claims brought under the Private Attorneys General Act. As part of this compromise and settlement, the Court has ordered the enclosed settlement check be sent to you.

The settlement check shall remain valid for 180 calendar days. Checks remaining un-cashed for more than 180 days after issuance will become void and the outstanding balance will be tendered to the California State Controller's Office - Unclaimed Property Fund, to be held in your name.

If you have additional questions, you may contact [Settlement Administrator phone number].