

SEYFARTH SHAW LLP  
Jon D. Meer (SBN 144389)  
jmeer@seyfarth.com  
Elizabeth M. Levy (SBN 268926)  
elevy@seyfarth.com  
Romtina Parvaresh (SBN 301554)  
rparvaresh@seyfarth.com  
2029 Century Park East, Suite 3500  
Los Angeles, California 90067-3021  
Telephone: (310) 277-7200  
Facsimile: (310) 201-5219

Attorneys for Defendants  
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. WEDNY CHANG, DEPT. 36

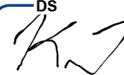
**AMENDMENT TO PAR. 4.4 OF  
SETTLEMENT AGREEMENT AND  
RELEASE OF PAGA CLAIMS**

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

DS  
*KJ*

1 LAVI & EBRAHIMIAN, LLP  
Joseph Lavi (SBN 209776)  
2 Vincent C. Granberry (SBN 276483)  
8889 W. Olympic Blvd., Suite 200  
3 Beverly Hills, California 90211  
Telephone: (310) 432-0000  
4 Facsimile: (310) 432-0001  
E-Mail: [wht@lelawfirm.com](mailto:wht@lelawfirm.com)

5 LAW OFFICES OF SAHAG MAJARIAN II  
6 Sahag Majarian II (SBN 146621)  
[sahagii@aol.com](mailto:sahagii@aol.com)  
7 18250 Ventura Boulevard  
Tarzana, California 91356  
8 Telephone: (818) 609-0807  
Facsimile: (818) 609-0892  
9 Attorneys for Plaintiff  
KENNETH TAYLOR

DS  


1 This Amendment to Par. 4.4 of the Settlement Agreement and Release of PAGA Claims  
2 (“Agreement”) is between Plaintiff Kenneth Taylor (“Plaintiff”), on behalf of himself, the State of  
3 California, and other allegedly aggrieved employees, and Defendants Michael Kors (USA), Inc. and  
4 ADECCO, USA. INC. (“Defendants” and with Plaintiff, the “Parties”).

5 Paragraph 4.4 of the Agreement signed by the Parties in November 2021 is struck, and shall be  
6 replaced with the following Paragraph 4.4:

7 **4.4 Distribution of PAGA Net Settlement Amount. The PAGA Net Settlement Amount**  
8 **will be distributed as follows:**

9 a. 75% of the PAGA Net Settlement Amount shall be paid to the LWDA as  
10 the LWDA PAGA Payment; and

11 b. The remaining 25% of the PAGA Net Settlement Amount shall be paid as  
12 Individual Settlement Payments to Aggrieved Employees. An Individual Settlement Payment shall be  
13 calculated by (i) multiplying the amount of pay periods worked by an Aggrieved Employee as of the  
14 date of entry of an Approval Order and the Aggrieved Employee Settlement Amount, and (ii) dividing  
15 that amount by the number of pay periods worked during the Settlement Period as defined in par. 1.17,  
16 subject to any pay periods to be added by the Escalator Clause, if any, as set forth in par. 4.7 of the  
17 Agreement.

18 c. At the time that the Parties mediated this Action, the total number of pay  
19 periods was approximately 35,542 pay periods. The number of pay periods designated for each  
20 Aggrieved Employee is subject to increase pursuant to the Escalator Clause in Section 4.7 of the  
21 Agreement.

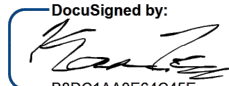
22 All other portions of the Agreement remain in effect.

23 Plaintiff will submit this Agreement to the LWDA within one (1) business day after it is fully  
24 executed.

**SO AGREED AND STIPULATED:**

Dated: April 1, 2022  
\_\_\_\_\_, 2022

Plaintiff KENNETH TAYLOR

By:   
Kenneth Taylor

Dated: \_\_\_\_\_, 2022

Defendant MICHAEL KORS (USA), INC.

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

Dated: \_\_\_\_\_, 2022

Defendant ADECCO (USA), INC.

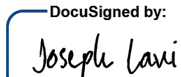
By: \_\_\_\_\_  
Name:  
Title:

**APPROVED AS TO FORM:**

April 1, 2022

DATED: March \_\_, 2022

LAVI & EBRAHIMIAN, LLP  
LAW OFFICE OF SAHAG MAJARIAN II

By:   
Joseph Lavi  
Vincent C. Granberry  
Sahag Majarian II  
  
Attorneys for Plaintiff  
KENNETH TAYLOR

**SO AGREED AND STIPULATED:**

Dated: \_\_\_\_\_, 2022

Plaintiff KENNETH TAYLOR

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

Dated: \_\_\_\_\_, 2022

Defendant MICHAEL KORS (USA), INC.

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

Dated: 3/25/2022, 2022

Defendant ADECCO (USA), INC.

By: *Jonathan Stokoe*  
Name: Jonathan Stokoe  
Title: SVP Adecco

**APPROVED AS TO FORM:**

DATED: March \_\_, 2022

LAVI & EBRAHIMIAN, LLP  
LAW OFFICE OF SAHAG MAJARIAN II

By: \_\_\_\_\_  
Joseph Lavi  
Vincent C. Granberry  
Sahag Majarian II  
  
Attorneys for Plaintiff  
KENNETH TAYLOR

**SO AGREED AND STIPULATED:**

Dated: \_\_\_\_\_, 2022

Plaintiff KENNETH TAYLOR

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

Dated: <sup>3/25/2022</sup>\_\_\_\_\_, 2022

Defendant MICHAEL KORS (USA), INC.

By: Jenna Hendricks  
Name: Jenna Hendricks  
Title: SVP, Chief People Officer

Dated: \_\_\_\_\_, 2022

Defendant ADECCO (USA), INC.

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

**APPROVED AS TO FORM:**

DATED: March \_\_, 2022

LAVI & EBRAHIMIAN, LLP  
LAW OFFICE OF SAHAG MAJARIAN II

By: \_\_\_\_\_  
Joseph Lavi  
Vincent C. Granberry  
Sahag Majarian II  
  
Attorneys for Plaintiff  
KENNETH TAYLOR

1 DATED: March \_\_, 2022  
2 3/25/2022

SEYFARTH SHAW LLP

3  
4 By: Elizabeth Levy

Jon D. Meer  
Elizabeth M. Levy  
Romtin Parvaresh

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