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Attorneys for Plaintiff KENNETH TAYLOR,
 on behalf of himself and other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

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

*[ASSIGNED FOR ALL PURPOSES TO THE
 HON. WENDY CHANG, DEPT. 36]*

**~~[PROPOSED]~~ JUDGMENT AND ORDER
 GRANTING MOTION FOR APPROVAL
 OF SETTLEMENT PURSUANT TO THE
 PRIVATE ATTORNEY GENERAL ACT
 OF 2004 (“PAGA”)**

*[Filed concurrently with the Plaintiff’s
 Supplemental Briefing in Support of the Motion
 for Approval of Private Attorneys General Act
 Settlement; Declaration of Melissa A. Huether]*

Hearing Information:

Date: May 9, 2022

Time: 8:30 a.m.

Dept.: 36

1 Having considered the Parties' submissions, Plaintiff's Notice of Motion and Motion
2 for Approval of Private Attorneys General Act Settlement, Declaration of Melissa A. Huether,
3 and all legal authorities and documents submitted in support thereof, including the Private
4 Attorney General Act (Labor Code § 2698, *et seq.*) Settlement Agreement (the "Settlement
5 Agreement") attached to the concurrently filed Declaration of Melissa A. Huether as **Exhibit**
6 **1**, and good cause appearing,

7 **IT IS HEREBY ORDERED THAT THE PARTIES' REQUEST IS GRANTED,**
8 subject to the following findings and orders:

9 1. All terms used herein shall have the same meaning as defined in the Settlement
10 Agreement attached as **Exhibit 1** to the concurrently filed Declaration of Melissa A. Huether;

11 2. The Court hereby approves the terms set forth in the Settlement Agreement and
12 the Amendment to Par. 4.4 attached to the Declaration of Melissa A. Huether as **Exhibit 12**
13 and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and
14 directs the Parties to effectuate the Settlement Agreement and Amendment to Par. 4.4 according
15 to its terms. The Court finds that the Settlement Agreement has been reached as a result of
16 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
17 were able to reasonably evaluate their respective positions. The Court also finds that settlement
18 now will avoid additional and potentially substantial litigation costs, as well as delay and risks
19 if the Parties were to continue to litigate the case. The Court has reviewed the monetary
20 recovery being provided as part of the Settlement and recognizes the significant value accorded
21 to the Aggrieved Employees;

22 3. The Settlement Agreement is not an admission by Defendants or by any other
23 Released Party, nor is this Order a finding of the validity of any allegations or of any
24 wrongdoing by Defendants or any other Released Party. Neither this Order, the Settlement
25 Agreement, nor any document referred to herein, nor any action taken to carry out the
26 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,

wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of the other Released Parties;

4. For purposes of this Settlement, “Aggrieved Employees” shall mean 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 Defendants Michael Kors (USA), Inc.’s Whittier, California distribution center, during the Settlement Period.

5. Defendants shall pay the Aggrieved Employees pursuant to the procedure described in the Settlement Agreement and Amendment to Par. 4.4;

6. The Court hereby confirms Joseph Lavi and Vincent Granberry of Lavi & Ebrahimian, LLP and Sahag Majarian II of the Law Offices of Sahag Majarian II as PAGA Counsel.

7. The Court hereby awards attorneys’ fees in the amount of Fifty-Two Thousand Eight Hundred Dollars and Zero Cents (\$52,800.00) and Eighteen Thousand Dollars and Zero Cents (\$18,000.00) in attorneys’ costs. The payment of fees to PAGA Counsel shall be made in accordance with the terms of the Settlement.

8. The Court hereby awards Plaintiff Taylor an Enhancement Payment in the amount of \$5,000 in consideration for his time and assistance in pursuing this action and in exchange for a general release.

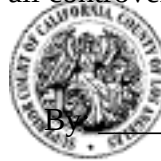
9. The Court hereby appoints Simpluris, Inc. as the Settlement Administrator and awards Sixteen Thousand Five Hundred Dollars and Zero Cents (\$16,500) to Simpluris, Inc. for performance of settlement administration services.

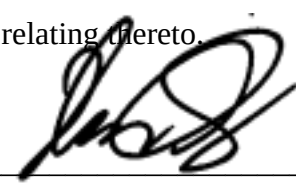
10. The Court further orders, adjudges and decrees that upon the approval by the Court of this Settlement, Plaintiff and each Aggrieved Employee, shall, for the period from May 22, 2019 through the date of this order, fully and finally release and discharge Defendants and Michael Kors, Inc., Michael Kors Stores (California), Inc.; Michael Kors Retail, Inc.; Adecco USA, Inc. and all of their former, present and future owners, parents, affiliates, and

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

7 11. This Court shall retain jurisdiction with respect to all matters related to the
8 administration and consummation of the settlement, and any and all claims, asserted in, arising
9 out of, or related to the subject matter of the lawsuit, including but not limited to all matters
10 related to the settlement and the determination of all controversies relating thereto.

11
12 Date: 05/10/2022, 2022



13 By 
14 Hon. Wendy Chang / Judge
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