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Attorneys for Plaintiff BIANCA MURO,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BIANCA MURO, individually and on behalf of
herself and all other similarly situated,

Plaintiff,

v.

MICHAEL KORS, INC., a Delaware
corporation; BARRETT BUSINESS
SERVICES, INC., a Maryland corporation, and
DOES 1 – 50, inclusive,

Defendants.

Case No. 23STCV21214 (Lead Case)
Consolidated with 23STCV27448

Assigned to Hon. Lawrence P. Riff

**DECLARATION OF JAMES R. HAWKINS
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: April 1, 2025
Time: 10:00 a.m.
Place: Dept. 7

Complaint Filed: September 1, 2023
Trial Date: None Yet Set

1 I, James R. Hawkins, declare as follows:

2 1. I am an attorney admitted and licensed to practice law in the state of California. I am the
3 managing shareholder of JAMES HAWKINS APLC (“James Hawkins”) in Irvine, California. James
4 Hawkins is counsel of record for Plaintiff Bianca Muro (“Plaintiff”) in the matter of *Bianca Muro, v.*
5 *Michael Kors, Inc, et al.*, Los Angeles Superior Court, Case No: 23STCV21214. I am thoroughly familiar
6 with, and have personal knowledge of, the facts set forth herein, except if otherwise stated. If called as a
7 witness, I could and would competently testify to the information set forth below.

8 2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class
9 Action and PAGA Settlement (“Motion for Preliminary Approval” or “Motion”), which is filed
10 concurrently herewith.

11 3. A true and correct copy of the fully executed Joint Stipulation of Class Action and PAGA
12 Settlement Agreement and Release (“Settlement Agreement”) is attached hereto as **Exhibit 1**¹ and is
13 incorporated herein by reference.²

14 4. A true and correct copy of the proposed Court Ordered Notice of Settlement of Class
15 Action and Final Approval Hearing (“Class Notice”) is attached as **Exhibit A** to the Settlement Agreement
16 and is incorporated herein by reference.

17 5. As required by the Private Attorneys General Act of 2004 (“PAGA”), on or about January
18 30, 2025, my office submitted the executed Settlement Agreement to the California Labor and Workforce
19 Development Agency (“LWDA”). A true and correct copy of the confirmation of submission of the
20 Settlement Agreement to the LWDA is attached hereto as **Exhibit 2**³ and is incorporated herein by
21 reference.

22 **Case Background and Procedural History**

23 6. Plaintiff was employed as an Inventory Laborer, an hourly, non-exempt position, by
24

25 ¹ All Parties have approved the Settlement Agreement and Class Notice as attached, but it is still being circulated for
26 signatures. To comply with the Court’s filing deadline, we attach the unsigned agreement here, and will amend once we
receive fully executed document.

27 ² To the extent the terms used in this declaration are defined in the Joint Stipulation of Class Action and PAGA Settlement
Agreement and Release (“Settlement Agreement”), the defined terms contained herein shall have the same meaning as set
forth in the Settlement Agreement.

28 ³ After Settlement Agreement is fully executed, it will be duly submitted to the LWDA and Plaintiff will amend to include
the confirmation of submission.

1 Defendants from March 14, 2022, through September 7, 2022. During the relevant time, Plaintiff was
2 staffed with Defendant Michael Kors, Inc. (“Michael Kors”), through the staffing agency Defendant
3 Barrett Business Services, Inc. (“BBSI”)(collectively with Michael Kors as “Defendants”) At all times,
4 she was classified as a nonexempt employee and was paid on an hourly basis. Plaintiff Muro contends that
5 over the course of her employment, Defendants failed to pay wages, including minimum wages, overtime
6 wages, sick time wages, and including but not limited to wages due based on alleged time rounding and/or
7 off-the-clock work, and failed to properly calculate the regular rate of pay for wages owed, failed to
8 authorize and permit timely, lawful, uninterrupted meal/rest periods, failed to pay for time worked off the
9 clock during meal periods, failed to pay meal or rest premiums for violations, or properly compensate
10 meal or rest break premiums at the regular rate of pay, failed to furnish accurate wage statements, failed
11 to keep accurate records, failed to timely pay wages during employment and at separation, failed to
12 reimburse for necessary expenses, violated of temperature control guidelines, failed to provide suitable
13 seating, and conducted unlawful background and credit checks.

14 7. On September 1, 2023, Plaintiff Muro notified the California Labor and Workforce
15 Development Agency (“LWDA”) and Defendants of her intent to assert the rights granted to him under
16 PAGA. That same day, Plaintiff Muro also filed a Class Action Complaint, Case No. 23STCV21214, in
17 the Superior Court of California, County of Los Angeles, against Defendant Michael Kors. On or about
18 November 29, 2023, Plaintiff filed a First Amended Complaint (“FAC”), to add claims against Defendant
19 BBSI. The FAC asserts claims for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Owed;
20 (3) Failure to Provide Lawful Meal Periods; (4) Failure to Timely Pay Wages During Employment; (5)
21 Failure to Comply with Itemized Wage Statement Provisions; Failure to Timely Pay Wages Owed Upon
22 Separation from Employment; (6) Knowing and Intentional Failure to Comply with Itemized Wage
23 Statement Provisions (7) Violation of Unfair Competition Law (“UCL”).

24 8. On November 7, 2023, Plaintiff also filed a PAGA Complaint, Case No. 23STCV24778,
25 in the Superior Court of California, County of Los Angeles, seeking civil penalties for Labor Code
26 violations relating to: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Owed; (3) Failure
27 to Provide Lawful Meal Periods; (4) Failure to Timely Pay Wages During Employment; (5) Failure to
28 Timely Pay Wages Owed Upon Separation from Employment; (6) Knowing and Intentional Failure to

1 Comply with Itemized Wage Statement Provisions; (7) Failure to Keep Accurate Records; (8) Violation
2 of Temperature Control Guidelines; (9) Failure to Provide Suitable Seating; and (10) Unlawful
3 Background and Credit Checks.

4 9. On February 26, 2024, the Parties stipulated to consolidate the Class Action and PAGA
5 Action, and shortly thereafter, on February 27, 2024, the Court consolidated the Class Action with the
6 PAGA Action and designated the Class Action as the lead case.

7 10. On February 29, 2024, BBSI moved for an order compelling Plaintiff to arbitrate her
8 individual claims and dismissing her class and non-individual claims, which Michael Kors joined. Plaintiff
9 opposed the motion, arguing that the agreement was except from the FAA under the transportation worker
10 exception. On April 10, 2024, the Court issued an order requesting supplemental briefing from the parties.

11 **Investigation and Discovery**

12 11. My firm conducted a thorough investigation into the facts and legal claims raised by this
13 action, as well as the applicable law related thereto. Prior to filing the initial complaint, my firm requested
14 Plaintiff's employment file and spent several hours conferring with Plaintiff and reviewing her
15 timekeeping and payroll records. Given what appeared to be a common course of conduct affecting
16 nonexempt employees, my firm determined that Plaintiff's claims were well suited for class adjudication.

17 12. Early in the action, the parties began discussing the possibility of attending private
18 mediation in order to avoid the expense, delay, and risk inherent with continued litigation. Following
19 extensive meet and confer efforts, the parties eventually agreed to mediate this case with highly
20 experienced class action mediator, Louis Marlin.

21 13. Following the parties' agreement to mediate the claims in the consolidated actions, Plaintiff
22 obtained, through informal discovery, relevant wage and hour policies and procedures, such as meal and
23 rest break policies, and time and payroll records for the entire Class.

24 14. Class Counsel reviewed the voluminous document production and performed a
25 comprehensive analysis of the timekeeping and payroll records. The firm also retained Berger Consulting
26 Group to perform data analysis on the records and to advise on Defendants' potential exposure.

27 15. Class Counsel also conducted a thorough investigation into the merits and legal basis of
28 the claims asserted in the consolidated action. This included performing legal research with respect to the

1 applicable law and the defenses raised by Defendants, as well as conducting fact-finding interviews with
2 Plaintiff regarding the employment conditions created by Defendants in order to assess the relative
3 strengths and weaknesses of the claims asserted and to identify an appropriate range of settlement figures.

4 16. In advance of mediation, Class Counsel prepared a comprehensive mediation brief that
5 outlined the relevant factual and legal issues, contained a detailed analysis of the timekeeping and payroll
6 records, and presented a complete breakdown of the liability exposure for Defendants if Plaintiff
7 succeeded on each of their claims at trial.

8 17. I believe that the documents and information exchanged and analyzed by the parties in
9 preparation for mediation, as well as the parties' discussions during mediation and subsequent
10 negotiations, were sufficient for the parties to make an informed decision about a fair resolution of this
11 action.

12 **Mediation**

13 18. On September 5, 2024, the parties attended a full-day private mediation with mediator
14 Louis Marlin, an experienced mediator who has mediated numerous wage-hour class actions. During the
15 mediation session, the parties engaged in good-faith, non-collusive negotiations wherein the parties
16 exchanged additional information regarding Defendants' realistic exposure in this matter, discussed the
17 relative strengths and weaknesses of Plaintiff's claims, considered the risks and delays of further litigation,
18 the current state of the law as it related to Plaintiff's claims, and contemplated the difficulty Plaintiff may
19 have in obtaining and maintaining class certification of each claim.

20 19. Although the parties were not able to reach an agreement at mediation, Mr. Marlin later
21 made a mediator's proposal to settle Plaintiff's claims for a total of \$600,000 which all parties accepted
22 on September 11, 2024.

23 20. Mr. Marlin role in mediating this case was extremely helpful in managing the parties'
24 expectations and providing a useful and neutral analysis of the issues and risks to all parties. At all times,
25 the parties' negotiations were hard-fought and conducted at arm's-length between attorneys with
26 substantial wage and hour class action experience, and the settlement is evidence of the parties' efforts to
27 reach a mutually agreeable compromise.

28 21. In the months following mediation, the parties continued to negotiate the terms of the

1 proposed settlement and eventually memorialized such terms in the written Settlement Agreement.

2 **Evaluation of the Claims for Settlement Purposes**

3 22. I believe the \$600,000 settlement provides a real and substantial benefit to the Class
4 considering the highly disputed nature of the claims, the risk of obtaining and maintaining class
5 certification, and the likelihood that the Court would reduce the amount of any civil penalties awarded.
6 Class Counsel's determination of the fair value of the settlement was based on a number of factors,
7 including our investigation of the applicable law as it applied to the facts discovered, as well as
8 Defendants' potential defenses. In my experience, the amount of the proposed settlement is well within
9 line of the amounts received in other similar wage and hour class actions.

10 23. Throughout the course of this litigation, Defendants have consistently denied (a) all of the
11 material allegations in the Class and PAGA complaints; (b) that they have violated any applicable laws;
12 (c) that they are liable for damages, restitution, penalties, interest, attorneys' fees, costs, or for any other
13 remedy sought by Plaintiff; and (d) that class certification and representative treatment are appropriate as
14 to the claims asserted in the complaint. Defendants contend that at all times, their policies, practices, and
15 procedures complied with California law. (See Settlement Agreement, ¶¶ 2.8, 3.1.)

16 24. The Settlement Agreement reflects the parties' good faith compromise of the claims raised
17 in this action, based upon their assessment of the mutual risks and costs of further litigation. (Settlement
18 Agreement, ¶ 29.)

19 25. The maximum value of Plaintiff's claims, exclusive of PAGA penalties, assuming
20 complete and total success on every disputed point, has been calculated by Class Counsel to be
21 approximately \$12,894,335.00, with a maximum of approximately \$8,476,22.00 available to Class
22 Members. The calculation of damages in this matter is based on extensive formal and informal discovery
23 and a thorough understanding of the strengths and weaknesses of each claim. In calculating Defendants'
24 maximum potential exposure in this matter, Class Counsel assumed that class certification would be
25 granted, that Plaintiff would prevail on all claims at trial, and that Plaintiff would recover the full amount
26 of damages sought. Thus, the maximum possible exposure was premised on an inflated "everything goes
27 right" scenario for each and every claim.

28 26. Defendants' records indicate that the hold dozens of different nonexempt positions

1 throughout the state, thereby making class certification extremely challenging. Additionally, this was
2 made increasingly difficult by the complex structure of the class, being comprised of two overarching
3 subclasses with separate class periods: (1) the approximately 1,312 employees staffed with Defendant
4 Michael Kors through Defendant BBSI from September 1, 2019, through December 4, 2024; and (2) the
5 approximately 422 employees hired directly by Michael Kors from January 24, 2022, through December
6 4, 2024. This case is further complicated by the existences of arbitration agreements among members of
7 the class which would further inhibit class certification. As such, for purposes of settlement, Class Counsel
8 assumes an 85 percent discount on the merits to account for the possibility that Plaintiff will not prevail
9 on a motion for class certification, or on at least some of their claims. Accordingly, Class Counsel believes
10 a more realistic valuation of the claims in this case is approximately \$1,934,150.

11 27. The Settlement results in a substantial benefit to all Class Members. The average payout to
12 Class Members, assuming full participation, will be approximately \$ 184.40 (i.e., the estimated \$319,750
13 Net Settlement Amount divided by 1,734 Class Members). This is a very reasonable recovery given its
14 tendency to expedite and ensure Plaintiff's and the Class's access to relief. If Plaintiff were to take her
15 case to trial, Defendants likely have a number of affirmative defenses that they would pursue, and if
16 defeated at trial, on appeal. A lengthy appeal in this case would leave resolution uncertain for several more
17 years. In contrast, this settlement provides immediate and certain relief to each class member.

18 Class Claims

19 28. Plaintiff's claims for failure to pay minimum and overtime wages were premised on
20 Defendants' failure to: (1) properly calculate employees' regular rate of pay for purposes of meal and rest
21 period premiums and paid sick leave; and (2) pay employees for pre and post shift work, and work
22 performed during meal periods. If completely successful on their minimum wage and overtime claims,
23 Plaintiff would be entitled to approximately \$469,657 for unpaid wages, liquidated damages, and interest.
24 This is based on an average hourly rate of \$20.84 for Defendant Michael Kors and an average hourly rate
25 of 17.58 for Defendant BBSI.

26 29. Plaintiff's claim for meal period violations stems from Defendants' failure to provide
27 uninterrupted, duty-free meal periods and/or a second meal period for shifts in excess of 10 hours. The
28 penalties recoverable under Labor Code section 226.7 are one additional hour of pay at the regular rate of

1 compensation for each workday in which a violation occurs. If completely successful on their meal period
2 claim, the total value, including interest, would be approximately \$548,063. This is based on a violation
3 rate of 13.6 percent for Defendant Michael Kors and a violation rate of 6.4 percent for Defendant BBSI,
4 as evidenced by timekeeping records and witness interviews.

5 30. Plaintiff's claim for rest period violations stems from Defendants' failure to provide an
6 uninterrupted, duty-free rest period of at least 10 minutes for every four hours worked, or major fraction
7 thereof. As with Plaintiff's meal period claim, the penalties recoverable under Labor Code section 226.7
8 are one additional hour of pay at the regular rate of compensation for each workday in which a violation
9 occurs. Based on an estimated violation rate of 100 percent, Plaintiff calculated the maximum value of
10 this claim at approximately \$3,822,857, including prejudgment interest.

11 31. Plaintiff's waiting time penalties claim is premised on the separation of employment
12 without payment for all wages earned, including regular, minimum and overtime, as well as meal and rest
13 premiums owed. Labor Code section 203 provides penalties of the wages of an employee for up to 30
14 days if an employer willfully fails to pay wages owed at the time of separation. Plaintiff has calculated
15 waiting time penalties at \$5,217,858. This assumes that each former employee was entitled to unpaid
16 wages at the time of separation and would receive the maximum statutory penalties.

17 32. Plaintiff's wage statement claim is premised on Defendants' failure to record and
18 accurately pay for all hours worked, which resulted in wage statements that inaccurately reflected the total
19 number of hours worked and wages earned in the pay period. Further, Defendants' failure to pay Class
20 Members an additional hour of pay for each workday in which the Class Member was not provided a
21 compliant meal and/or rest period likewise resulted in wage statements that inaccurately reflected the total
22 wages earned. For each pay period in which Defendants failed to provide compliant wage statements,
23 Class Members are entitled to damages based on the number of pay periods in which a violation occurred,
24 up to a cap of \$4,000 per person. (Lab. Code § 226(e)(1).) If Plaintiff was completely successful on their
25 wage statement claim, the total value of the claim would be approximately \$2,835,900.

26 PAGA Penalties

27 33. Plaintiff's \$9,294,000 estimate of the maximum amount of civil penalties recoverable
28 under PAGA is derived of Defendants' alleged violations of Labor Code sections 201, 202, 203, 204, 210,

1 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,
2 2699 et. seq., 2802, 6317, 6342, and 6400 et seq. As with the other claims referenced above, Plaintiff's
3 estimate of civil penalties was based on an "everything goes right" scenario and was vulnerable to being
4 substantially devalued. This calculation also assumes that PAGA penalties can be stacked – a question
5 that to my knowledge remains unsettled by California courts. Furthermore, as with the imposition of any
6 penalties under PAGA, there was a very real risk that the Court may further reduce Plaintiff's estimated
7 amount under Labor Code § 2699(e)(2), and it was likely that, given the attenuated nature of some of the
8 claims, the Court would, in its discretion, limit the award as unjust, arbitrary, and oppressive, or
9 confiscatory. (*Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213.) Therefore, the
10 settlement of the claim for penalties under PAGA in the amount of \$30,000 is reasonable under the
11 circumstances here because the parties negotiated a good faith amount for PAGA penalties, which was
12 not the result of self-interest at the expense of Class Members. (See, e.g., *Carrington v. Starbucks Corp.*
13 (2018) 30 Cal.App.5th 504, 528-529 [trial court only awarded 0.21%, or \$150,000, of the maximum
14 penalty because imposing the maximum penalty would be "unjust, arbitrary, and oppressive"].) It also
15 ensures that a larger portion of the overall settlement will go to Class Members while still serving the
16 primary law enforcement objectives of PAGA.

17 34. While the \$600,000 Gross Settlement Amount represents a significant discount on
18 Plaintiff's estimate of Defendants' maximum potential exposure, this reduction represents a reasonable
19 compromise considering the substantial risks that Plaintiff and the Class faced in this action. This is
20 particularly true given the fact that Defendants have legitimate defenses to the merits of the claims.

21 35. In evaluating the proposed settlement, Plaintiff and Class Counsel considered the
22 likelihood of obtaining and maintaining class certification of Plaintiff's class claims through trial and
23 being awarded 100 percent of the damages and penalties claimed, as well as the risk that the Court may
24 reverse a favorable ruling on the merits on appeal. These risks are obviated by the proposed settlement.
25 Additionally, continued litigation would likely be extremely expensive and time consuming, reducing and
26 substantially delaying any recovery by the Class. In contrast, the proposed settlement will guarantee that
27 the Class will receive timely relief and avoid the risk of an unfavorable judgment.

28 36. Based on my experience litigating almost exclusively wage and hour claims for nearly 30

1 years, I believe the Gross Settlement Amount is a fair and reasonable compromise based on the strengths
2 and weaknesses of the claims, the avoidance of further risk, and the avoidance of the time and expense of
3 continued litigation. I believe the information obtained and exchanged between the parties was sufficient
4 for the parties to make an informed decision about the resolution of this case at mediation.

5 **Settlement Administration and Notice Procedure**

6 37. The parties agree that subject to the Court's approval, Apex Class Action Administration
7 ("Apex") will act as the third-party Settlement Administrator in this matter. (Settlement Agreement, ¶ 8)
8 My office has obtained a "not to exceed" bid from Apex. The bid represents Apex's agreement that, based
9 on the class size and distributions under the terms of this Settlement, the cost for administration of the
10 terms of this Settlement will not exceed a specified monetary amount, which in this case is \$17,750. In
11 addition to obtaining a bid from Apex, my office obtained a bid from two other reputable class action
12 settlement administrators. Of the bids received, Apex's was the lowest, and in my experience, is
13 reasonable based on the size of the Class and the work required.

14 38. All of the awarded Administration Costs will be paid from the Gross Settlement Amount
15 upon completion of the duties required to be performed by the Settlement Administrator under the terms
16 of the Settlement Agreement, or as otherwise required by the Court. (Settlement Agreement, ¶ 8.) Should
17 the Court approve less than the amount requested in Administration Fees and Costs, the difference shall
18 be included in the Net Settlement Amount.

19 39. The proposed Notice of Settlement of Class Action and Final Approval Hearing is accurate
20 and informative. It summarizes the lawsuit, including the contentions and denials of the parties and the
21 proceedings to date, in plain language and in an informative and coherent manner. (Settlement Agreement,
22 Ex. A.) The Class Notice also fully informs Class Members of the terms and conditions of the Settlement,
23 of its effect on their rights, of their options as Class Members (i.e., to object, opt out, and/or do nothing),
24 and of the consequences of exercising those options. The Class Notice also outlines the procedure and
25 deadlines for opting out of the settlement, for submitting objections to the settlement, and how to receive
26 a Settlement Payment and PAGA Payment.

27 40. The Class Notice further states the amount of the proposed Class Representative Service
28 Award to be paid to Plaintiff; states the amount of Class Counsel's request for attorneys' fees; states the

1 maximum amount that Class Counsel may be awarded as reimbursement for litigation expenses; states the
2 maximum amount to be paid to the Settlement Administrator; states that amount to be allocated to the
3 PAGA Settlement; states the date, time, and place of the Final Approval Hearing; and explains how Class
4 Members can obtain additional information.

5 41. Furthermore, the Class Notice also makes clear that the settlement does not constitute an
6 admission of liability by Defendants, that the Court has not ruled on the merits of the action, and that the
7 final settlement approval decision has yet to be made.

8 42. The proposed notice plan, which calls for first-class mailed notice to all Class Members,
9 as well as in-depth skip tracing upon return of all undeliverable mailing, is consistent with class notices
10 approved by state and federal courts, and under the circumstances here, is the best notice practicable and
11 the method most likely to reach the greatest number of Class Members.

12 **Class Counsel's View of the Settlement**

13 43. While the Gross Settlement Amount represents a significant discount on the overall
14 exposure to Defendants, assuming Plaintiff prevails on all issues pertinent to class certification, liability
15 on all claims, and proven damages as estimated, this reduction in compromise is extremely reasonable
16 considering the substantial risks Plaintiff and the Class face on class certification, liability, damages, and
17 manageability.

18 44. Absent a settlement, the parties would likely spend considerable time, effort, and money
19 on additional discovery and depositions, including substantial meet and confer and motion work, preparing
20 Plaintiff's motion for class certification and opposing Defendants' likely motion to decertify the class – if
21 class certification were granted, in addition to likely filing cross-motions for summary judgment. Indeed,
22 even if Plaintiff was successful at proving all of their claims at trial and recovered the full amount of
23 damages as estimated, it is likely that Defendants would appeal any judgment in Plaintiff's favor,
24 potentially drawing out the litigation for many more years with no guarantee of recovery by Plaintiff or
25 the Class.

26 45. As a result, the parties would incur considerably more attorneys' fees and costs through
27 trial. Thus, in considering the adequacy and fairness of the proposed Settlement, I acknowledged the cost
28 and delay of continued proceedings necessary to prosecute the action through trial and appeal and carefully

1 considered the uncertain outcome and the risks associated with any litigation, particularly complex actions
2 such as this. I am also mindful of the inherent problems of proof, and possible defenses to the claims
3 asserted in the lawsuit. Although Plaintiff asserts that Defendants are liable to all Class Members for their
4 unpaid wages, damages, and penalties, none of the claims are certain, and while Plaintiff believes that the
5 case possesses substantial merit, the litigation cannot legitimately be characterized as being one without
6 risk or one where Plaintiff would inevitably prevail at trial.

7 46. In the absence of a settlement, Plaintiff and the Class would not see any monetary recovery
8 for years. Granting approval of the settlement, however, would guarantee payment of the Gross Settlement
9 Amount of \$600,000, which would streamline the litigation process and provide prompt payment to Class
10 Members who decide to participate in the settlement. As demonstrated herein, the payments to Class
11 Members are meaningful and provide the best resolution for this case considering the risks involved in
12 continuing litigation, the delay, and the expenses the parties will incur, and the fact that this Court has not
13 yet addressed the class certification, liability, and damages issues. Class Members will receive a pro rata
14 portion of the Settlement, such that those who worked a greater number of pay periods during the Class
15 Period, and who presumably would have experienced more Labor Code violations, will receive a larger
16 portion of the Settlement.

17 47. Throughout this litigation, Defendants Michael Kors and BBSI were represented by
18 experienced counsel from Seyfarth Shaw LLP and Fisher & Phillips LLP, respectively, who mounted a
19 strong defense against the claims asserted herein. Throughout this litigation, Defendants have denied any
20 liability for the claims alleged, contending among other things, that they followed all applicable law with
21 respect to Plaintiff's and Class Members' employment, that Class Members were timely paid all wages
22 owed, were provided compliant meal and rest periods, and received compliant itemized wage statements.

23 48. In reaching the proposed Settlement, Class Counsel carefully considered the strength of the
24 case versus the amount offered in settlement; the risk, expense, and complexity and likely duration of
25 further litigation and maintaining class certification through trial; the present state of the law as it applies
26 to wage-and-hour class actions and PAGA actions; and the burdens of proof necessary to establish liability
27 against Defendants.

28 49. As set forth below, Class Counsel is well qualified to evaluate the class claims and viability

1 of defenses in this action based on our combined experience in other similar cases. As such, I strongly
2 support this Settlement and believe it provides the best resolution for this action.

3 **The Class Representative Service Award is Reasonable**

4 50. The Settlement Agreement provides that Plaintiff can request, and Plaintiff does so request
5 a Class Representative Service Award in the amount of \$7,500, which will be in addition to the Settlement
6 Payments and PAGA Payments that they are entitled to receive as Class Members.

7 51. Plaintiff Muro initiated this action by seeking legal assistance from my firm. She spent
8 numerous hours assisting with the preparation of the LWDA letter, the complaint, and witness
9 questionnaire; communicating with counsel; identifying potential witnesses; and providing all information
10 and documents requested. Over the course of more than a year and a half, Plaintiff Muro worked closely
11 with Class Counsel to protect the best interests of the Class. Her participation was an essential element
12 that allowed my firm to reach the proposed Settlement on behalf of the Class.

13 52. Plaintiff Muro also assumed the risk of an adverse judgment and the financial responsibility
14 of such judgment by bringing and maintaining the action. By stepping forward as the class representative,
15 she jeopardized the availability of prospective employment because her name is now associated with a
16 lawsuit against her former employer.

17 53. Plaintiff Muro has also agreed to a general release of her claims, which is an expansive
18 release that was not required of any other Class Members.

19 54. I believe that the requested Class Representative Service Award in the amount of \$7,500
20 for Plaintiff Muro is fair and reasonable, and is in line with awards granted in similar actions.

21 **The Requested Attorneys' Fees and Litigation Expenses are Reasonable**

22 55. Class Counsel will request an attorneys' fee award in the amount of one-third of the Gross
23 Settlement Amount (i.e., \$200,000) and reimbursement of actual litigation expenses in an amount not to
24 exceed \$25,000.

25 56. The fee is warranted and reasonable because of the substantial work and effort incurred to
26 achieve the Settlement on behalf of the Class and the real and significant monetary relief obtained. This
27 work includes, *inter alia*, preparing and filing a pre-litigation letter with the LWDA; preparing and filing
28 the complaint and amended complaint; propounding extensive written discovery and engaging in

1 substantial meet and confer efforts; conducting lengthy interviews with dozens of Class Members;
2 performing legal and factual research; engaging in extensive informal document and information
3 exchange; preparing for and participating in mediation; and analyzing the time and payroll records for
4 Plaintiff and other Class Members.

5 57. The fee request at final approval will be supported by a detailed explanation of the
6 qualifications of each timekeeper, and their corresponding hourly rate, along with an explanation of the
7 amount of time worked on the various tasks performed on behalf of Plaintiff and the Class. Similarly, the
8 costs request will be supported at the time of final approval with an explanation of the amount and nature
9 of the costs incurred.

10 58. Although case law supports fee awards as high as 50 percent on common settlement funds
11 of less than \$10 million, Class Counsel's request for attorneys' fees in the amount of \$200,000,
12 representing one-third of the Gross Settlement Amount, is both reasonable and fair in light of the time,
13 money, and effort invested in this case to date.

14 59. My firm has committed and continues to commit significant financial and staffing
15 resources to the representation of Class Members. This work ultimately resulted in the proposed
16 Settlement, which provides significant benefits to Class Members. Moreover, my firm undertook this
17 action on a contingency basis, thereby bearing all the costs of this very complex, risky, expensive, and
18 time-consuming litigation.

19 60. In making a fee request in a class action case, I always analyze the factors that a court must
20 consider in awarding fees. I believe that such circumstances exist here to justify the requested attorneys'
21 fees award of \$200,000, including: (a) the work involved in achieving an excellent result for the Class and
22 bringing the action to an efficient conclusion; and (b) the associated risks to my firm in taking a matter on
23 a contingent basis.

24 61. All costs incurred were necessary to the prosecution of this action, would normally have
25 been billed to a client paying for my firm's services on a non-contingency basis, and are reasonable for a
26 case such as this in which substantial discovery and investigation took place over the year and a half since
27 submission of the LWDA letter. Class Counsel's request for reimbursement of actual litigation expenses,
28 which counsel anticipates will not exceed \$25,000, is reasonable, and all costs were necessarily incurred

1 in pursuit of the Settlement.

2 62. In my opinion, the requested fee award takes into account the excellent result and the risk
3 undertaken in bringing this case on a purely contingent basis, advancing all costs to date, and deferring
4 payment for all the time that my firm has worked on this case, with no guarantee that any of the fees and
5 costs incurred would ever be recovered.

6 63. I believe that the fees and costs requested are fair, reasonable, and necessarily incurred in
7 pursuit of the settlement. I believe that the time spent working on this case by attorneys and paralegals at
8 my firm reflect the reasonable and necessary amount of time to properly represent the interests of the
9 Class.

10 **Provisional Certification of the Class is Appropriate**

11 64. For the purposes of settlement only, Plaintiff contends, and Defendants do not dispute, that
12 provisional certification of the Class is appropriate. (Settlement Agreement, ¶ 3.1.)

13 65. Documents and information exchanged during the litigation reflect a class size of
14 approximately 1,734 Class Members. The class definition is precise, objective, and presently
15 ascertainable, and it makes abundantly clear who is a Class Member. In addition, Class Members can be
16 identified easily by way of Defendants' personnel records, which include Class Members' full names,
17 mailing addresses, telephone numbers, and dates of employment during the applicable time periods.

18 66. During discovery and the informal exchange of information, Defendants produced
19 Plaintiff's personnel, timekeeping, and payroll records, as well as policies related to meal and rest periods,
20 compensation, expense reimbursement, job descriptions for all nonexempt positions, the total number of
21 workweeks and pay periods, average rates of pay, the names and contact information for Class Members,
22 and the timekeeping and payroll records for a 17.8 percent sample of Class Members directly employed
23 by Michael Kors, and a 3.8 percent sample of Class Members employed through BBSI.

24 67. After reviewing the documents and data produced, I believe common issues of fact and law
25 predominate as to each of the claims alleged by Plaintiff on behalf of Class Members, because the legality
26 of Defendants' policies and practices including, but not limited to, Plaintiff's allegations that Class
27 Members were not timely paid all wages owed, were not provided compliant meal and rest periods, and
28 did not receive compliant wage statements, are common questions applicable to all Class Members.

1 68. At all times during her employment with Defendants, Plaintiff Muro performed the same
2 or similar duties as other Class Members and contends that she is similarly situated with other Class
3 Members. Plaintiff Muro was subject to the same employee handbooks, policies, and procedures during
4 the relevant time period, which she contends were similarly applicable to all other Class Members.
5 Therefore, the claims asserted are typical of the Class she seeks to represent. Moreover, the issues central
6 to this litigation, which Plaintiff alleges on behalf of themselves and all other similarly situated persons,
7 include all of the following:

- 8 a. Whether Defendants failed to timely pay all minimum and overtime wages owed
9 to Class Members;
- 10 b. Whether Defendants included properly calculated Class Members' regular rate of
11 pay for purposes of paying sick leave and meal or rest period premiums;
- 12 c. Whether Defendants failed to provide Class Members with compliant meal periods;
- 13 d. Whether Defendants failed to authorize and permit Class Members to take
14 uninterrupted, off-duty rest periods;
- 15 e. Whether Defendants failed to timely pay all wages due upon separation of
16 employment or pay the applicable waiting time penalties;
- 17 f. Whether Defendants failed to provide accurate wage statements to Class Members;
- 18 g. Whether Defendants failed to maintain accurate employment records; and
- 19 h. Whether Defendants' practices constitute unfair business practices.

20 69. Plaintiff Muro has no conflict of interest with the Class and has, along with her counsel,
21 worked toward a positive resolution of this action, demonstrating her interest in prosecuting this action
22 and dedication to obtaining the best possible recovery for the Class. In addition, Plaintiff Muro's interests
23 are co-extensive with those of the Class, and she seeks relief identical to that sought by every other Class
24 Member. Since all Class Members need to demonstrate the same elements to recover on their claims, the
25 interests of Class Members are sufficiently aligned with those of Plaintiff, and Plaintiff can be expected
26 to pursue the interests of all Class Members adequately. In addition, Plaintiff retained counsel with
27 extensive experience in prosecuting complex wage and hour class actions who have worked diligently to
28 obtain the proposed Settlement for the Class. I believe that this case could not have continued without

1 Plaintiff's efforts and desire to obtain this positive result for the Class. There are no known conflicts
2 between Plaintiff, Class Counsel, and Class Members.

3 70. By consolidating more than 1,700 potential individual actions into a single proceeding, this
4 Court's use of the class action device enables it to manage this litigation in a manner that promotes a better
5 use of the time, effort, and expense for the litigants and the judicial system. Absent class treatment,
6 similarly-situated employees with small, but nevertheless potentially meritorious claims for damages
7 would, as a practical matter, have no means of redress because of the time, effort, and expense required
8 to prosecute individual actions. Accordingly, I believe class treatment is superior to other available
9 methods for the fair and efficient adjudication of the controversy.

10 **Class Counsel's Litigation Experience**

11 71. In 1993, I graduated from the University of California, Los Angeles with a Bachelor of
12 Arts Degree. Following graduation, I attended Whittier Law School. In 1996, while a full-time law
13 student, I was also a full-time Judicial Extern for the Honorable Consuelo B. Marshall, United States
14 District Court, Central District. After approximately five months of service for Judge Marshall, I became
15 a full-time extern for the United States Attorney's Office, Central District of California. My externship
16 lasted for approximately five months. Thereafter, in 1997, I graduated from Whittier Law School. The
17 same year, I was admitted to practice law in the State of California.

18 72. From 1997-2007, I was a named partner at Hawkins & Sofonio, a law firm based out of
19 Irvine, California. At Hawkins & Sofonio, I pioneered the employment department litigating Plaintiffs
20 related employment issues such as: Wrongful Termination, Age Discrimination, Disability, Wage and
21 Hour and Sexual Harassment claims. Through the success and experience I obtained litigating
22 employment related matters, I commenced the Wage and Hour division of our employment department in
23 2002. Since then, I have spent the vast majority of my practice litigating wage and hour class actions.

24 73. In 2007, I incorporated my wage and hour class action practice as James Hawkins APLC.
25 Since its inception, this law firm has been exclusively involved in class action and complex litigation. In
26 2009, I opened an additional office in Miami, Florida, prosecuting wage and hour class actions. I have
27 been lead or co-lead counsel in all of the cases listed below.

28 74. I have a great deal of experience in wage and hour class action litigation. I have been

1 certified and approved as class counsel in many other wage/hour class actions, and I am currently litigating
2 numerous others before this Court and others. Although not an all-inclusive list, over the years I have
3 prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated
4 similar law and facts to those associated with this Action:

- 5 a. *Mojica v. Compass Group, Inc., et. al.* USDC Central District, Case No. 8:13-cv-01754.
6 Wage and Hour Class Action case seeking past wages for meal and rest break violations
7 for production workers in the State of California. Plaintiffs' Counsel preliminarily
8 appointed as Class Counsel. Case settled. Final approval granted, and funds fully
9 disbursed.
- 10 b. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
11 Wage and Hour Class Action case seeking past wages for "off the clock", overtime and
12 meal and rest break violations for production workers in the State of California.
13 Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
14 objections and funds fully distributed.
- 15 c. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW. Wage
16 and Hour Class Action case seeking past wages for meal and rest period violations for
17 retail employees in the State of California. Plaintiffs' counsel appointed co-lead counsel.
18 Case settled, Final Approval granted, no objections and funds fully distributed.
- 19 d. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No. SACV08-
20 00412. Wage and Hour Class Action case seeking past wages for meal and rest period
21 violations for retail employees in the State of California. Plaintiffs' Counsel appointed as
22 Lead Counsel. Case settled, Final Approval granted, no objections and funds fully
23 distributed.
- 24 e. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
25 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages
26 for overtime, meal and rest break violations for driver employees in the State of
27 California. Stipulation for "binding arbitration." Arbitration Award for Plaintiffs Class.
28 Arbitration Award confirmed. Plaintiffs' counsel lead trial counsel and class counsel.

- 1 f. *Gonzalez v. Superior Industries International, Inc.*, et al., Los Angeles County Superior
2 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for
3 overtime, meal and rest breaks violations for production employees in the State of
4 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval
5 granted, no objections and funds fully distributed.
- 6 g. *Acosta v. Fleetwood Travel Trailers of California, Inc.*, et al., Riverside County Superior
7 Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for
8 overtime, meal and rest break violations for production employees in the State of
9 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
10 Approval granted, no objections and funds fully distributed.
- 11 h. *Walker v. Sharkeez*, et al., Orange County Superior Court, Case No. 05CC00293. Wage
12 and Hour Class Action seeking past wages for unlawful deductions, meal and rest break
13 violations for restaurant employees in the State of California. Plaintiffs' counsel
14 appointed as lead counsel. Case settled. Final Approval granted and funds fully
15 distributed.
- 16 i. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case No.
17 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and
18 rest break violations for security officers in the State of California. Plaintiffs' counsel
19 appointed as co-lead counsel. Case settled, Final Approval granted, no objections and
20 funds fully distributed.
- 21 j. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court, Case No.
22 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past
23 wages for meal and rest break violations for security officers employed by defendant in
24 the State of California. Plaintiffs' counsel and co-counsel. Case settled, Final Approval
25 granted and funds fully distributed.
- 26 k. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court, Case
27 No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal
28 and rest break violations for housekeepers employed by defendant in the State of

1 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval
2 granted, no objections and funds fully distributed.

3 l. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT, Case No.
4 CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period
5 violations for non-exempt employees employed by defendant in the state of California.
6 Case settled. Awaiting Preliminary Approval hearing. Plaintiffs has petitioned the Court
7 for Lead Counsel.

8 m. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL DISTRICT,
9 Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and
10 branch employees of defendant in the State of California. Plaintiffs' counsel appointed
11 as lead counsel. Case settled and awaiting Final Approval.

12 n. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
13 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees
14 of defendant in the State of California. Plaintiffs' counsel appointed as lead counsel.
15 Case settled, Final Approval granted, no objections and funds fully distributed.

16 o. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
17 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break
18 violations for security guards employed by defendant in the State of California.
19 Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no
20 objections and funds fully distributed.

21 p. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior Court,
22 Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break
23 violations for production employees employed by defendant in the State of California.
24 Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no
25 objections and funds fully distributed.

26 q. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case No.
27 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break
28 violations for restaurant employees employed by defendant in the State of California.

1 Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no
2 objections and funds fully distributed.

- 3 r. *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case No. BC
4 330145. Wage and Hour Class Action seeking past wages of overtime for mis-
5 classification of managers employed by Defendant, DBA Carl's Jrs. in the State of
6 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
7 Approval granted, no objections and funds fully distributed.
- 8 s. *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court, Case No.
9 CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest
10 break violations for retail employees employed by defendant in the State of California.
11 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no
12 objections and funds fully distributed.
- 13 t. *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court, Case No.
14 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-
15 classification of managers employed by Defendant in the State of California. Plaintiffs'
16 counsel appointed lead counsel. Case settled, Final Approval granted, no objections and
17 funds fully distributed.
- 18 u. *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior Court, Case No.
19 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and
20 rest break violations for production workers employed by defendant in the State of
21 California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval
22 granted, no objections and funds fully distributed.
- 23 v. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court, Case No.
24 BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest
25 period violations for production employees employed by defendant in the State of
26 California. Plaintiffs' counsel appointed as lead counsel. Case settled. Final Approval
27 granted, no objections and funds fully distributed.
- 28 w. *Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour
Cases*, Los Angeles Superior Court, Case No. JCCP 4545. Wage and Hour Class Action

1 seeking past wages for overtime, meal and rest period violations for security guards
2 employed by defendant in the State of California. Certification granted. Plaintiffs'
3 counsel appointed as co-lead counsel. Writ taken. Court stays action pending Appellate
4 Court ruling. Court lifts stay.

- 5 x. *Placencia v. Amcor Packaging Distribution, Inc.*, Orange County Superior Court, Case
6 No. 30-2013-00694012-CU-OE-CXC. Wage and Hour Class Action seeking past wages
7 for overtime, meal and rest period violations, and penalties on behalf of non-exempt
8 production, maintenance, shipping, and receiving employees employed by Defendant in
9 California. Plaintiffs' counsel appointed as lead counsel. Case settled. Final Approval
10 granted, no objections and funds fully distributed.
- 11 y. *Trani v. Lisi Aerospace, et al.*, Los Angeles Superior Court, Case No. BC495527. Wage
12 and Hour Class Action seeking past wages for overtime, meal and rest period violations,
13 and penalties on behalf of non-exempt manufacturing employees employed by Defendant
14 in California. Plaintiffs' counsel appointed as lead counsel. Case settled. Final Approval
15 granted, no objections and funds fully distributed.
- 16 z. *Galvan v. Goodwin Co.*, Orange County Superior Court, Case No. 30-2013-00637062-
17 CU-OE-CXC, Wage and Hour Class Action seeking past wages for meal period
18 violations, and non-compliant wage statements on behalf of non-exempt production
19 employees employed by Defendant in California. Plaintiffs' counsel appointed as lead
20 counsel. Case settled. Final Approval granted, no objections and funds fully distributed.
- 21 aa. *Reyes v. Bristol Fiberlite*, Orange County Superior Court, Case No. 30-2013-00653425-
22 CU-OE-CXC. Wage and Hour Class Action seeking past wages for overtime, meal and
23 rest period violations, inaccurate wage statements, and penalties on behalf of non-exempt
24 employees employed by Defendant in California. Plaintiffs' counsel appointed as lead
25 counsel. Case settled. Final Approval granted, no objections and funds fully distributed.
- 26 bb. *Gutierrez v. HMT Tank*, USDC Central Dist., Case No. CV14-1967-CAS(MANx). Wage
27 and Hour Class Action seeking past wages for meal and rest period violations, failure to
28 indemnify necessary expenses, inaccurate wage statements, and penalties on behalf of
non-exempt employees working in positions related to servicing, refabricating and

1 repairing storage tanks employed by Defendant in California. Plaintiffs' counsel
2 appointed as lead counsel. Case settled. Final Approval granted, no objections and funds
3 fully distributed.

4 cc. *Williams v. Il Fornaio America Corp.*, Sacramento County, Case No. 34-2011-0009616.
5 Wage and Hour Class Action seeking past wages for overtime, meal and rest period
6 violations, reimbursements, and penalties on behalf of non-exempt restaurant employees
7 employed by Defendant in California. Plaintiffs' counsel appointed as lead counsel.
8 Case settled. Final Approval granted, and funds fully distributed.

9 dd. *Aguilar v. 7-Eleven, Inc.*, Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
10 Wage and Hour Class Action seeking past wages for overtime, meal and rest period
11 violations, and penalties on behalf of non-exempt retail clerks employed by Defendant in
12 California. Plaintiffs' counsel appointed as lead counsel. Case settled. Final Approval
13 granted, no objections and funds fully distributed.

14 ee. *Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case No. 30-2012-
15 00611260. Wage and Hour Class Action seeking past wages for overtime, meal and rest
16 period violations, reimbursements, and penalties on behalf of non-exempt employees
17 employed by Defendant in California. Plaintiffs' counsel appointed as lead counsel.
18 Case settled. Final Approval granted, no objections and funds fully distributed.

19 ff. *Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-00460278. Wage
20 and Hour Class Action seeking past wages for overtime, meal and rest period violations,
21 reimbursements, and penalties on behalf of non-exempt production workers employed by
22 Defendant in California. Plaintiffs' counsel appointed as lead counsel. Case settled.
23 Final Approval granted, no objections and funds fully distributed.

24 gg. *Cano v. Financial Statement Services, Inc.*, Orange County, Case No. 30-2013-
25 00653349-CU-OE-CXC.

26 hh. *Gonzalez v. Quality Aluminum Force, LLC*, Orange County, Case No. 30-2015-
27 00817941-CU-OE-CXC.

28 ii. *Smith v. Space Exploration Technologies Corp.*, Los Angeles County Case No.
BC554258.

1 jj. *Madrigal v. Balda C Brewer, Inc.*, Orange County Case No. 30-2015-00820218-CU-OE-
2 CXC.

3 kk. *Mendez v. Liberty Glass Fabricators, Inc.*, Riverside County Case No. RIC 1800119.

4 ll. *Attia v. Neiman Marcus Group, Inc.*, United States District Court for the Central District
5 of California Case No. 8:16-cv-001504-DOC-FFM

6 mm. *Vigueras v. Red Robin*, United States District Court for the Central District of California
7 Case No. 8:17-cv-1422-JVS-DFM.

8 nn. *Payne v. Marriott Ownership Resorts, Inc.*, San Diego County Case No. 37-2018-
9 00015175-CU-OE-CTL.

10 75. In summary, my firm has been lead or co-lead counsel in hundreds of cases since its
11 inception. We have recovered hundreds of millions of dollars for employees in the State of California and
12 millions for the State as well through PAGA.

13 76. Our firm has served as class counsel in a number of significant wage and hour settlements.
14 Of particular note, in 2019, our firm was co-lead counsel in securing the largest wage and hour class action
15 settlement in California history at \$130,000,000.00. During this case, plaintiffs appealed a decertification
16 order. This case involved several appeals. The appellate record amassed an extensive appellate record
17 comprising a 23-volume joint appendix, a three-volume reporters' transcript, five briefs, four letter briefs,
18 two motions for judicial notice, a motion to augment the record, and several additional letters informing
19 the appellate court of new legal authority issued after *Dukes*. The matter was argued to and submitted by
20 the Court of Appeal on September 15, 2016, and on November 21, 2016, the decertification order was
21 reversed and the case was remanded for further proceedings. (*Lubin v. The Wackenhut Corporation*
22 ("Lubin"), 5 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal
23 decision to the California Supreme Court. The Supreme Court denied Wackenhut's petition for review of
24 Lubin. The Court of Appeal issued remittitur on April 10, 2017. Eventually through additional litigation,
25 the parties were able to secure the \$130 million settlement that was approved on October 21, 2019, by
26 Judge Highberger in the Los Angeles Superior Court.

27 77. Additionally, in early 2020, our firm served as lead counsel in a class action jury trial in
28 the Central District of California involving the class and PAGA representative claims of over 23,000

1 employees which successfully resolved in the midst of trial for \$8,500,000.00.

2 78. Our firm has settled many high-stakes class and representative actions. James Hawkins'
3 settlements have directly compensated hundreds of thousands of California workers and consumers. James
4 Hawkins' actions have also forced employers to modify their policies for the benefit of employees
5 including changing the compensation structure for certain employees and changing practices to ensure
6 that workers will be able to take timely rest and meal breaks. A leader in prosecuting class and PAGA
7 enforcement actions, James Hawkins APLC has secured millions of dollars for workers and in civil
8 penalties for the State of California.

9 79. It is my opinion, as an experienced wage and hour litigator, that this Settlement is fair,
10 reasonable, and adequate, and in the best interest of the Settlement Class. The Settlement is a good result
11 by any measure, particularly so considering Defendants' formidable arguments against liability and
12 damages. In light of these issues, and the fact that the Settlement was the product of protracted,
13 contentious, and arm's-length negotiations between highly experienced counsel with the assistance of a
14 well-respected neutral third-party mediator, I believe that the Settlement should be preliminarily approved.

15
16 I declare under penalty of perjury under the laws of the State of California that the foregoing is
17 true and correct. Executed this 30th day of January 2025, in Irvine, California.

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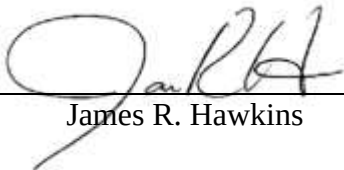

James R. Hawkins

EXHIBIT 1

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BARRETT BUSINESS SERVICES, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

BIANCA MURO, individually and on behalf
of herself and all other similarly situated,

Plaintiff,

v.

MICHAEL KORS, INC., a Delaware
corporation; BARRETT BUSINESS
SERVICES, INC., a Maryland corporation,
and DOES 1 – 50, inclusive,

Defendants.

Case No.: 23STCV21214 (Lead Case)
Consolidated with 23STCV24778

CLASS ACTION

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE**

Complaint Filed: September 1, 2023
FAC Filed: November 29, 2023
Trial Date: None set

1 This Class Action and Private Attorneys General Act (“PAGA”) Settlement Agreement
2 (“Settlement Agreement”) is made and entered into between Plaintiff Bianca Muro (“Plaintiff” or “Class
3 Representative”) on the one hand, individually and on behalf of the Settlement Class and Aggrieved
4 Employees (as defined below), and Defendants Michael Kors (USA), Inc. erroneously sued as Michael
5 Kors, Inc. (“Michael Kors”), and Barrett Business Services, Inc. (“BBSI”) (collectively “Defendants”) on
the other hand, subject to the approval of the Court, as provided below. This Settlement Agreement is
intended by Plaintiff and Defendants to fully, finally, and forever resolve, discharge, and settle the
Released Claims (as defined below), upon and subject to the terms and conditions herein, as follows:

6 1. **Definitions.**

7 As used herein, for the purposes of this Settlement Agreement only, the following terms
8 shall be defined as set forth below:

- 9 1.1 “Actions” refers to the civil action entitled: *Bianca Muro v. Barrett Business*
10 *Services, Inc., et al.*, Case No. 23STCV21214, in the Superior Court of California,
11 County of Los Angeles (the “Class Action”), which was consolidated with *Bianca*
Muro v. Barrett Business Services, Inc., et al., Case No. 23STCV24778, in the
12 Superior Court of California, County of Los Angeles (the “PAGA Action”).
- 13 1.2 “Aggrieved Employee(s)” refers to all Class Members employed by Defendants at
14 any time between September 1, 2022 through December 4, 2024 (“PAGA Period”).
- 15 1.3 “BBSI” refers to Defendant Barrett Business Services, Inc.
- 16 1.4 “Class” or “Class Members” refers to all non-exempt employees of Michael Kors
17 in the State of California at any time between January 24, 2022 through December
18 4, 2024 and all non-exempt employees of BBSI placed to work at a Michael Kors
19 facility in the State of California at any time between September 1, 2019 through
20 December 4, 2024 (“Class Period”). The term “Class Member” refers to both
21 Participating and Non-Participating Class Members, including Non-Participating
22 Class Members who qualify as Aggrieved Employees. It shall be an opt-out class.
- 23 1.5 “Class Member Address Search” means the Administrator’s investigation and
24 search for Class Member and Aggrieved Employee mailing addresses using all
25 reasonably available sources, methods, and means including but not limited to the
26 National Change of Address database, skip traces, and direct contact by the
27 Administrator with Class Members or Aggrieved Employees.
- 28 1.6 “Class Counsel” refers to James R. Hawkins, Christina M. Lucio, and Mitchell J.
Murray of James Hawkins APLC.
- 1.7 “Class Counsel Fees and Costs Award” refers to costs incurred and attorneys’ fees
sought by Class Counsel and agreed upon by the Parties for Class Counsel’s
litigation and resolution of these Actions, subject to Court approval.
- 1.8 “Class Settlement Notice” refers to the form of direct-mail notice to Class Members
substantially in the form attached hereto as **Exhibit A**, as may be modified by the

Court, entitled the Notice of Settlement of Class Action And Final Approval Hearing.

- 1.9 “Class Period” refers to January 24, 2022 through December 4, 2024 for Michael Kors and September 1, 2019 through December 4, 2024 for BBSI.
- 1.10 “Class Representative” refers to Bianca Muro.
- 1.11 “Defendants” refers to Michael Kors (USA), Inc. erroneously sued as Michael Kors, Inc. and Barrett Business Services, Inc.
- 1.12 “Effective Date” refers to the date the Court’s order approving the settlement and judgment thereon becomes final. For purposes of the Settlement Agreement, the Court’s Judgment “becomes final” upon the later 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 Court’s Judgment (*i.e.*, 61 calendar days after notice of entry of the Court’s Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, 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.
- 1.13 “Final Approval Hearing” refers to the hearing at which the Court will make a final determination whether the terms of the Settlement Agreement are fair, reasonable, and adequate for the Class and meet all applicable requirements for approval.
- 1.14 “Final Approval Order” refers to the final order by the Court approving the Settlement following the Final Approval Hearing.
- 1.15 “Gross Settlement Amount” (also referred to herein as “GSA”) refers to the maximum settlement payment Defendants shall be obligated to make except as provided in Paragraph 18 below: Six Hundred Thousand Dollars And No Cents (\$600,000.00) plus all employer-side payroll taxes. The GSA shall include all Individual Class Payments, the Court-approved Service Award to the Class Representative, the Court-approved Settlement Administration Costs, the Court-approved PAGA Payment, and the Court-approved Class Counsel Fees and Costs Award. The GSA is non-reversionary.
- 1.16 “Individual Class Payment” means each Participating Class Member’s pro rata share of the Net Settlement Amount, calculated pursuant to the formula described in Paragraph 5.1.1 below.
- 1.17 “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of the PAGA Penalties, calculated pursuant to the formula described in Paragraph 5.2.2 below.
- 1.18 “Judgment” means the judgment entered by the Court based upon the Final Approval.

- 1.19 “LWDA Payment” means the \$22,500 amount the Parties have agreed to pay the Labor and Workforce Development Agency (“LWDA”) in connection with the settlement of Plaintiff’s PAGA claims, representing 75% of the PAGA Payment.
- 1.20 “Michael Kors” refers to Defendant Michael Kors (USA), Inc. erroneously sued as Michael Kors, Inc.
- 1.21 “Net Settlement Amount” (also referred to herein as “NSA”) shall be defined as the GSA minus the Court-approved Service Award to the Class Representative, the Court-approved Settlement Administration Costs, the Court-approved Class Counsel Fees and Costs Award, and the PAGA Payment. The NSA is the maximum amount that shall be available for distribution to and on behalf of Class Members for Class Member Payments.
- 1.22 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.
- 1.23 “Notice Packet” refers to the Class Action and Representative Settlement Notice as set forth herein in the form substantially similar attached as **Exhibit “A,”** and subject to approval by the Court.
- 1.24 “PAGA Payment” means the \$30,000 amount the Parties have agreed to allocate to the resolution of any Aggrieved Employee’s claims arising under PAGA. Under PAGA, 75% of the PAGA Payment will be paid to the LWDA (the “LWDA Payment”). The remaining 25% of the PAGA Payment will be distributed to Aggrieved Employees (the “PAGA Penalties”).
- 1.25 “PAGA Penalties” means the \$7,500 amount the Parties have agreed to pay the Aggrieved Employees in connection with the settlement of their claims under PAGA, representing 25% of the PAGA Payment.
- 1.26 “PAGA Period” refers to September 1, 2022 through December 4, 2024.
- 1.27 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.28 “Parties” refers to Plaintiff and Defendants collectively.
- 1.29 “Plaintiff’s Released Claims” are those claims defined in Paragraph 11.3 that are released solely by Plaintiff against the Released Parties.
- 1.30 “Preliminary Approval” refers to the date the Court grants preliminary approval of the Settlement.
- 1.31 “Preliminary Approval Order” refers to the Court's Order granting Preliminary Approval of the Settlement.

- 1.32 “Released Class Claims” are those claims defined in Paragraph 11.1 that are released by Participating Class Members.
- 1.33 “Released PAGA Claims” are those claims defined in Paragraph 11.2 that are released by Aggrieved Employees.
- 1.34 “Released Parties” means: Defendant Michael Kors (USA), Inc., Defendant Barrett Business Services, Inc., and each of their predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of its owners, shareholders, members, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.
- 1.35 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement in accordance with Paragraph 12.
- 1.36 “Response Deadline” refers to a date that is 50 calendar days after the date that the Notice Packet is initially mailed to Class Members and Aggrieved Employees, and is the deadline by which any Class Member may postmark his or her Objection to the Settlement, request for exclusion from the Settlement, or workweek and/or pay period dispute subject to any extensions as provided in Paragraph 12.3.6 below.
- 1.37 “Service Award” refers to the Court’s award of a monetary payment to Plaintiff for her services as Class Representative as described in Paragraph 7, to be paid from the Gross Settlement Amount, and in return for executing Plaintiff’s Released Claims as set forth in Paragraph 11.3.
- 1.38 “Settlement” refers to the settlement of these Actions on behalf of the Settlement Class under the terms and conditions set forth in this Settlement Agreement.
- 1.39 “Settlement Administration Costs” refers to the costs that the Parties agree to pay the Settlement Administrator, subject to Court approval, for its fees and costs to perform the notice, claims administration, and distribution functions further described in this Settlement Agreement. The Parties anticipate that the Settlement Administration Costs will not exceed \$17,750.
- 1.40 “Settlement Administrator” or “Administrator” refers to the third-party administrator mutually selected by the parties, subject to Court approval, to perform the notice, claims administration, and distribution functions further described in this Settlement Agreement. The Parties agree to use Apex Class Action Administration subject to Court approval. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

2. **Procedural History, Recitals, Filing of First Amended Complaint.**

2.1 On or about September 1, 2023, Plaintiff filed a Class Action Complaint, Case No. 23STCV21214, in the Superior Court of California, County of Los Angeles. On or about November 29, 2023, Plaintiff filed a First Amended Complaint.

2.2 Plaintiff's First Amended Complaint alleged putative class claims for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Owed; (3) Failure to Provide Lawful Meal Periods; (4) Failure to Timely Pay Wages During Employment; (5) Failure to Timely Pay Wages Owed Upon Separation from Employment; (6) Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions; and (7) Violation of Unfair Competition Law ("UCL").

2.3 On or about September 1, 2023, Plaintiff submitted a letter to the LWDA asserting claims for failure to pay wages, including minimum wages and overtime and including but not limited to wages due based on alleged time rounding and/or off-the-clock work, failure to pay wages (including overtime wages) at the regular rate of pay, failure to provide meal or rest periods, failure to authorize and permit meal/rest periods, short/late meal and rest periods, failure to relieve employees of all duties during meal and/or rest periods, failure to pay for time worked off the clock during meal periods, failure to pay meal or rest premiums or properly compensate meal or rest break premiums at the regular rate of pay, failure to furnish accurate wage statements, failure to keep accurate records, failure to timely pay wages during employment, failure to pay sick time wages, failure to reimburse for necessary expenses, failure to timely pay wages at separation, violation of temperature control guidelines, failure to provide suitable seating, unlawful background and credit checks as well as claims derivative and/or related to these claims, liquidated damages, conversion of wages, claims under California Labor Code §§ 201, 202, 203, 204, 210, 216, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 245, 246, 247, 248, 249, 510, 512, 516, 558, 1024.5, 1174, 1182.12, 1194, 1194.2, 1195, 1197, 1198, 2802, claims under IWC Wage Order 7-2001 and 9-2001, and claims arising under Business and Professions Code section 17200 ("LWDA Letter").

2.4 On November 7, 2023, Plaintiff also filed a PAGA Complaint, Case No. 23STCV24778, in the Superior Court of California, County of Los Angeles, seeking civil penalties for Labor Code violations relating to: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Owed; (3) Failure to Provide Lawful Meal Periods; (4) Failure to Timely Pay Wages During Employment; (5) Failure to Timely Pay Wages Owed Upon Separation from Employment; (6) Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions; (7) Failure to Keep Accurate Records; (8) Violation of Temperature Control Guidelines; (9) Failure to Provide Suitable Seating; and (10) Unlawful Background and Credit Checks.

2.5 On or about February 26, 2024, the Parties stipulated to consolidate the Class Action and PAGA Action.

- 1 2.6 On or about February 27, 2024, the Court consolidated the Class Action with the
2 PAGA Action with the Class Action being the lead case.
- 3 2.7 On September 5, 2024, the Parties participated in a mediation session before
4 mediator Louis Marlin, an experienced mediator who has mediated numerous
5 wage-hour class actions. The case resolved after Mr. Marlin issued a mediator's
6 proposal that the Parties accepted on September 11, 2024.
- 7 2.8 Defendants deny each of the claims in the LWDA Letter, Class Action Complaint
8 and PAGA Complaint, and further deny that they are liable to Plaintiff, the Class,
9 or Aggrieved Employees and further deny that, for any purpose other than settling
10 these Actions, these Actions are appropriate for class action or representative
11 treatment.
- 12 2.9 Prior to mediation Plaintiff obtained, through informal discovery, relevant wage
13 and hour policies and procedures, such as meal and rest break policies, and time
14 and payroll records for the entire Class. The Parties agree that Plaintiff's
15 investigation was sufficient to satisfy the criteria for court approval set forth in
16 *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v.*
17 *Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").
18 Class Counsel represents that they have thoroughly investigated the class claims
19 against Defendants. Class Counsel represents that they have conducted their own
20 investigation into the underlying facts, events, and issues related to the subject
21 matter of these Actions. Class Counsel represents that they have further undertaken
22 an extensive analysis of the legal principles applicable to the claims asserted against
23 Defendants, and the potential defenses thereto. Plaintiff and Defendants have had
24 an opportunity to evaluate their respective positions on the merits of the claims
25 asserted.
- 26 2.10 Class Counsel also has engaged in intensive arms-length negotiations with counsel
27 for Defendants with a view toward achieving substantial benefits for the Class,
28 while avoiding the cost, delay and uncertainty of further litigation, trial, and
 appellate review.
- 2.11 As a consequence of said negotiations, and of Class Counsel's investigation,
 analysis and discovery, Plaintiff and Class Counsel determined to enter into this
 Settlement Agreement on the terms and conditions hereinafter set forth, believing
 such Settlement to be fair, reasonable, and adequate and in the best interests of
 Class Members. Plaintiff and Class Counsel have determined to execute this
 Settlement Agreement and urge approval by the Court of the proposed Settlement
 after considering: (1) the substantial factual and legal defenses asserted by
 Defendants to the claims asserted in these Actions (including but not limited to
 arbitration agreements); (2) the potential difficulties Plaintiff and Class Members
 would encounter in establishing the elements of their claims; (3) the substantial
 benefits that Class Members shall receive pursuant to the proposed Settlement; (4)
 the fact that the proposed Settlement ensures that Class Members shall receive relief
 in the most expeditious and efficient manner practicable, and thus much sooner than
 would be possible were the claims to be litigated successfully through trial and

appeal; and (5) the fact that the proposed Settlement allows persons who would otherwise fall within the definition of the Class, if they so desire, to opt out of the Settlement and individually pursue the claims alleged in the Actions.

2.12 As set forth above, without admitting any wrongdoing or liability, Defendants are willing to agree to the terms of the proposed Settlement provided that all of the Released Claims (as defined below) are settled and compromised, in order to fully resolve all issues relating to the subject matter of the Actions.

2.13 The Court has not granted class certification in the Actions.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and of the release and dismissal of all Released Claims, Plaintiff, on behalf of herself and as the Class Representative on behalf of the Class and Aggrieved Employees, Class Counsel, and Defendants agree to the terms and provisions of this Settlement Agreement, subject to the approval of the Court.

3. Stipulation to Certification and Limitation on Effect of Settlement.

3.1 The Settlement shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class is appropriate or proper or that Plaintiff could establish any of the requisite elements for class or representative action treatment of any of the claims in the Actions. For purposes of this Settlement only, the Parties stipulate to the certification of the Class under California Code of Civil Procedure Section 382. In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated, Defendants expressly reserve all rights to challenge certification of a class on all available grounds.

4. Establishment of the GSA.

4.1 Under the Settlement, Defendants shall pay a GSA of no more than \$600,000 plus all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments.

4.2 This Settlement shall be made on a non-claims-made basis and will be non-reversionary.

4.3 Payment by Defendants pursuant to this Settlement Agreement shall settle all Released Claims between the Released Parties and Participating Class Members (including all Aggrieved Employees), including all Individual Class Payments, the Court-approved Service Award to the Class Representative, the Court-approved Settlement Administration Costs, the Court-approved PAGA Payment, and the Court-approved Class Counsel Fees and Costs Award.

5. Calculation of the NSA and Distribution of Settlement Proceeds.

5.1 This Settlement shall be a "non-claims-made" settlement. Each Class Member will be entitled to a share of the NSA for the Individual Class Payment in accordance with the formula set forth below. Payments will be made from the NSA only to

Participating Class Members, as set forth herein. Assuming the Court approves the maximum amounts sought to be deducted from the GSA, the NSA is estimated to be \$319,750.

5.1.1 Each Participating Class Member will be paid a portion of the NSA in accordance with the following formula:

The pro rata portion of the NSA to be distributed to each Participating Class Member shall be determined by dividing the total number of workweeks worked by all Participating Class Members during the Class Period into the NSA to arrive at a value per workweek.. The value per workweek shall be multiplied by the number of workweeks worked by each Participating Class Member during the Class Period. For purposes of payment, workweeks shall be determined based on Defendants' respective time and payroll records.

5.2 Subject to Court-approval, a PAGA Payment in the amount of \$30,000 shall be paid from the GSA with 75% (\$22,500) allocated to the LWDA Payment and 25% (\$7,500) allocated to PAGA Penalties.

5.2.1 Each Aggrieved Employee will be entitled to a share of the PAGA Penalties (aka the 25% of the PAGA Payment payable to Aggrieved Employees) in accordance with the formula set forth below. Payments will be made from the PAGA Penalties only to Aggrieved Employees as set forth herein. Assuming the Court approves the PAGA Payment stipulated to by the Parties, the PAGA Penalties are estimated to be \$7,500.

5.2.2 Each Aggrieved Employee will be paid a portion of the PAGA Penalties in accordance with the following formula:

The pro rata portion of the PAGA Penalties to be distributed to each Aggrieved Employee shall be determined by dividing the total number of pay periods worked by all Aggrieved Employees during the PAGA Period into the PAGA Penalties to arrive at a value per pay period. The value per pay period shall be multiplied by the number of pay periods worked by each Aggrieved Employee during the PAGA Period. For purposes of payment, pay periods shall be determined based on Defendants' respective time and payroll records.

5.2.3. If the Court approves a PAGA Payment of less than the amount requested, the Settlement Administrator will allocate the remainder to the NSA. Any change in the requested PAGA Payment is not a material term of this Agreement. If the Court approves a lesser or greater amount than that requested, the other terms of this Agreement shall remain in effect. However, some approval of a PAGA Payment is a material term of this Agreement. If the Court does not approve any PAGA Payment without leave to amend, then the entire Agreement will be, at Defendants' sole discretion, void and unenforceable. In such case, the Parties shall be

1 returned to their respective statuses as of the date and time immediately
2 prior to the execution of this Agreement and the Parties shall proceed in all
3 respects as if this Agreement had not been executed except that the costs of
administration shall be borne by Defendants.

4 5.3 Payments to Class Members and Aggrieved Employees pursuant to this Settlement
5 Agreement are not intended by the Parties to be compensation for purposes of
6 determining eligibility, vesting, participation, or contributions with respect to any
7 employee benefit plan. For purposes of this Agreement, the term "benefit plan"
8 means every ERISA "employee benefit plan," as defined in the Employee
9 Retirement and Income Security Act of 1974 ("ERISA"), 29 U.S.C. section
10 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option,
11 stock purchase, stock appreciation, welfare, profit sharing, retirement, disability,
12 vacation, severance, hospitalization, insurance, incentive, deferred compensation,
13 or any other similar benefit plan, practice, program, or policy, regardless of whether
14 any such plan is considered an ERISA employee benefit plan.

11 **6. Class Counsel Fees and Costs Award.**

12 Class Counsel shall move for Class Counsel Fees and Costs Award contemporaneous with
13 the motion for the Final Approval Order requesting, and to which Defendants agree to not oppose,
14 Class Counsel Fees that are equal to or less than \$200,000 (*i.e.*, 33.33% of the GSA), plus a Costs
15 Award up to \$25,000. Defendants retain the right to oppose a request for Class Counsel Fees
16 exceeding 33.33% of the GSA or a request for Costs Award in excess of \$25,000. Released Parties
17 shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to
18 any portion of any Class Counsel Fee Payment and/or Class Counsel Costs Award. If the Court
19 awards a lower amount of Class Counsel Fees or Costs Award requested by Class Counsel, the
20 other terms of this Agreement shall apply. Should the Court approve Class Counsel Fees or Costs
21 Award in an amount less than that set forth herein, the unapproved portion or portions shall revert
22 to the NSA and be apportioned to Participating Class Members as described in Paragraph 5.1.1 of
23 this Settlement Agreement. The award of Class Counsel Fees or Costs Award in the amounts
24 sought is not a material term of this Agreement and the award of any of these items at less than
25 requested by Class Counsel does not give rise to a basis to abrogate this Agreement.

20 **7. Service Award.**

21 Class Counsel shall file a motion requesting a Service Award, to which Defendants agree
22 not to object, of up to \$7,500 to Plaintiff from the GSA in consideration for serving as Class
23 Representative and in exchange for Plaintiff's Released Claims. Defendants retain the right to
24 object to a request for a Service Award in excess of this amount. If the Court awards a lower
25 amount for the Service Award requested by Plaintiff's counsel, the other terms of this Agreement
26 shall apply. Should the Court approve a Service Award in an amount less than that set forth herein,
27 the unapproved portion or portions shall revert to the NSA and be apportioned to Settlement Class
28 Members as described in Paragraph 5.1.1 of this Settlement Agreement. The award of any Service
Award in the amount sought is not a material term of this Agreement and the award of an amount
less than requested by Plaintiff does not give rise to a basis to abrogate this Agreement.

1 **8. Costs of Settlement Administration.**

2 The Parties agree to mutually select Apex Class Action Administration as the Settlement
3 Administrator in the Actions. This administration duty shall include without limitation, setting up
4 an escrow account for funding of the Settlement, obtaining tax identification number(s) for
5 Defendants applicable to the Settlement, calculating the Individual Class and PAGA Payments,
6 performing an initial Class Member Address Search upon receipt of the Class Member mailing
7 addresses, mailing the Notice Packets, performing one skip trace on Notice Packets returned as
8 undeliverable, establishing a hotline telephone number to communicate with Class Members about
9 the Settlement, reviewing and processing requests by Class Members to opt out of the settlement,
10 reviewing and submitting to Class Counsel and Defendants' Counsel any received objections,
11 mailing the Individual Class and PAGA Payments and tax forms to the Settlement Class Members
12 and Aggrieved Employees, and making all required distributions to Settlement Class Members.
13 The Settlement Administrator will report payment of the Individual Class Payments and Individual
14 PAGA Payments to all required taxing and other authorities, and requisite reporting documentation
15 to the applicable taxing agencies, and issue appropriate tax forms. The Settlement Administrator
16 will establish a Qualified Settlement Fund ("QSF"), pursuant to U.S. Treasury Regulation Section
17 468B(g) of the Internal Revenue Service for the purposes of administering the Settlement. All
18 Settlement Administration Costs shall be taken from the GSA. The Parties expect Settlement
19 Administration Costs to not exceed \$17,750. Any unapproved amount of Settlement
20 Administration Costs shall be allocated to the NSA and apportioned to the Class Members as
21 described in Paragraph 5.1.1 of this Settlement Agreement. The award of Settlement Administrator
22 Costs in the amount sought is not a material term of this Agreement and the award of an amount
23 less than requested by Plaintiff does not give rise to a basis to abrogate this Agreement.

24 The Settlement Administrator will establish, maintain and use an internet website to post
25 information of interest to Class Members including the date, time and location for the Final
26 Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the
27 Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class
28 Counsel Fees and Costs Award and Service Award, the Final Approval Order and the Judgment.
The Settlement Administrator will also maintain and monitor an email address and a toll-free
telephone number to receive Class Member calls, faxes and emails.

9. **Payment Procedure.**

9.1 Funding the Settlement. Within 21 calendar days after the Effective Date,
Defendants will deposit money into an account, through the Settlement
Administrator, in an amount equal to the GSA, plus any amounts necessary to fully
pay Defendants' respective share of payroll taxes.

9.2 Qualified Settlement Fund. The Settlement Administrator shall establish a
settlement fund that meets the requirements of a Qualified Settlement Fund
("QSF") under US Treasury Regulation section 468B-1.

9.3 Payments to Class Members, Aggrieved Employees, the LWDA, Class Counsel,
Class Representative, and Taxing Authorities. Within 15 calendar days after the
funding of the Settlement, the Settlement Administrator will pay: (1) the NSA to
the Participating Class Members per the terms of this Settlement Agreement and

the Final Approval Order; (2) the Court-approved PAGA Payment to Aggrieved Employees and the LWDA; (3) the Court-approved Class Counsel Fees and Costs Award; (4) the Court-approved Settlement Administration Costs; and (5) the Court-approved Service Award to the Class Representative. Disbursement of the Class Counsel Fees and Costs Award, the Settlement Administration Costs, and Service Award shall not precede disbursement of the Individual Class and PAGA Payments. The Settlement Administrator shall also, within the time periods prescribed by law and/or regulations, remit all applicable tax withholdings (if any) to the appropriate taxing authorities. Before mailing any checks, the Settlement Administrator must perform a Class Member Address Search.

9.4 Checks to Class Members and Aggrieved Employees. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment.

9.5 Uncashed Class Payments. In the event that a Class Member Payment check is not cashed within 180 calendar days from the date initially mailed by the Settlement Administrator, such funds shall escheat to the State and shall be sent by the Settlement Administrator to the State Controller's Office, Unclaimed Property Division, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). In such event, release of Released Claims will remain binding upon the affected Class Member. The Settlement Administrator will cancel all checks not cashed by the void date. All uncashed Individual PAGA Payments will be distributed to the LWDA. The requirement that any uncashed Class Member checks be distributed to the State of California's Unclaimed Property Fund to be held in the name of each expired check payee pursuant to applicable unclaimed property laws is not a material term of this Settlement and an order from the Court requiring the Parties to distribute unclaimed funds to a *cy pres* shall not give rise to a basis on which to abrogate the settlement provided that no "unpaid residue" remains within the meaning of California Code of Civil Procedure section 384.

9.6 Returned Checks. The Settlement Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly

send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date unless the Settlement Class Member's check has already been cashed.

10. Tax Treatment.

10.1 Tax Treatment of Claimed Portion of Settlement Payments. Twenty percent (20%) of the Individual Class Payments will be allocated to the settlement of disputed claims for wages (the "Wage Portion"), and eighty percent (80%) of the Individual Class Payments will be allocated to the settlement of disputed non-wage claims – *i.e.* penalties and interest (the "Non-Wage Portion"). All of the PAGA Payment will be allocated to the settlement of disputed non-wage claims. The Settlement Administrator will issue to Class Members a Form W-2 for the Wage Portion of all Individual Class Payments and a Form 1099 for the Non-Wage Portion of all Individual Class Payments. Class Members shall assume full responsibility and liability for the payment of taxes due on such amounts.

10.2 Tax Treatment of Class Representative Service Award. Plaintiff will receive an IRS Form 1099 for her individual Service Award, and will be responsible for payment of any taxes owing on said amount. Plaintiff shall assume full responsibility and liability for the payment of taxes due on such Service Award

10.3 Tax Treatment of Attorneys' Fees And Cost Award. Class Counsel will receive an IRS Form 1099 for any amount awarded to Class Counsel in the Class Counsel Fees or Costs Awards and will be responsible for payment of any taxes owing on said amounts. Class Counsel shall assume full responsibility and liability for the payment of taxes due on such amounts.

10.4 No Tax Advice. Defendants are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement. Each Class Member agrees to indemnify, and hold harmless Defendants from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

11. Releases.

Upon full payment by Defendants of the GSA to the Settlement Administrator, and in exchange for the consideration set forth in this Settlement Agreement, Plaintiff and the Participating Class Members agree to release those claims set forth herein as applicable.

11.1 Release by Participating Class Members: By operation of the entry of the Court's Final Approval Order and judgment, each Participating Class Member and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians will release the Released Parties from any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind or nature, contingent or accrued, and irrespective of theory of recovery, that arose during the Class Period and which were or could have been brought based on the facts or claims alleged in any version of the

complaints filed in the Actions or enumerated in Plaintiff's letter to the LWDA requesting authorization to be deputized as private attorney generals for the purposes of pursuing a PAGA claim (the "LWDA Letter"). This includes, but is not limited to, any claims for failure to pay wages, including minimum wages and overtime and including but not limited to wages due based on alleged time rounding and/or off-the-clock work, failure to pay wages (including overtime wages) at the regular rate of pay, failure to provide meal or rest periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve employees of all duties during meal and/or rest periods, failure to pay for time worked off the clock during meal periods, failure to pay meal or rest premiums or properly compensate meal or rest break premiums at the regular rate of pay, failure to furnish accurate wage statements, failure to keep accurate records, failure to timely pay wages during employment, failure to pay sick time wages, failure to reimburse for necessary expenses, failure to timely pay wages at separation, violation of temperature control guidelines, failure to provide suitable seating, unlawful background and credit checks as well as claims derivative and/or related to these claims, liquidated damages, conversion of wages, claims under California Labor Code §§ 201, 202, 203, 204, 210, 216, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 245, 246, 247, 248, 249, 510, 512, 516, 558, 1024.5, 1174, 1182.12, 1194, 1194.2, 1195, 1197, 1198, 2802, claims under the applicable IWC Wage Order, and claims arising under Business and Professions Code section 17200 arising from the Labor Code violations released herein. Participating Class Members shall further waive their right to pursue individual lawsuits as to any of the claims released herein against the Released Parties to the extent such claims accrued during the Class Period.

11.2 Release by Aggrieved Employees: As to claims for civil or statutory penalties for violation of PAGA, the State of California, all Aggrieved Employees including Plaintiff shall release the Released Parties for all claims for penalties under PAGA during the PAGA Period that were or could have been alleged in the Actions based on the facts or claims alleged in any version of the complaints filed in the Actions and/or the LWDA Letter irrespective of the underlying theory of recovery supporting the claim for PAGA penalties. This includes, but is not limited to, any claims for failure to pay wages, including minimum wages and overtime and including but not limited to wages due based on alleged time rounding and/or off-the-clock work, failure to pay wages (including overtime wages) at the regular rate of pay, failure to provide meal or rest periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve employees of all duties during meal and/or rest periods, failure to pay for time worked off the clock during meal periods, failure to pay meal or rest premiums or properly compensate meal or rest break premiums at the regular rate of pay, failure to furnish accurate wage statements, failure to keep accurate records, failure to timely pay wages during employment, failure to pay sick time wages, failure to reimburse for necessary expenses, failure to timely pay wages at separation, violation of temperature control guidelines, failure to provide suitable seating, unlawful background and credit checks as well as claims derivative and/or related to these claims, liquidated damages, conversion of wages, claims under California Labor Code §§ 201, 202,

203, 204, 210, 216, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 245, 246, 247, 248, 249, 510, 512, 516, 558, 1024.5, 1174, 1182.12, 1194, 1194.2, 1195, 1197, 1198, 2802 and claims under the applicable IWC Wage Order.

11.3 Plaintiff's Release: In addition to the foregoing releases, Plaintiff agrees to a general release of all claims, known or unknown, under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiff's employment with BBSI and alleged employment with Michael Kors and her compensation while employed by BBSI and placed to work at a Michael Kors facility which occurred at any time including before or during the Class Period. This general release includes a waiver of rights under section 1542 of the California Civil Code. Plaintiff makes this release understanding the significance of this waiver. Section 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR 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, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

11.4 Plaintiff warrants and represents that she has not assigned or transferred to any person or entity any of Plaintiff's Released Claims or any rights, claims, or causes of action arising out of Plaintiff's Released Claims. In addition, Plaintiff shall defend, hold harmless, and indemnify the Released Parties, or any of them, from and against any claims, damages, litigation, causes of action, and expenses, including reasonable attorneys' fees, resulting from any breach by either of the Plaintiff of this warranty and representation, or any breach of Plaintiff of his release of Plaintiff's Released Claims.

11.5 Prohibition on Subsequent Assertion of Released Claims. Plaintiff, to the fullest extent allowed by law, is prohibited from asserting a Released Claim, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on Plaintiff's Released Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process. Participating Class Members, to the fullest extent allowed by law, are prohibited from asserting a Released Claim, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on Released Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a valid subpoena or other process.

12. **Class Settlement Notice and Claims Administration.**

12.1 Duties of Settlement Administrator. The Settlement Administrator is to perform the notice and other settlement claims administration functions set forth below.

12.1.1 Weekly Reports. The Settlement Administrator shall provide Defendants' counsel and Class Counsel with weekly summary reports, including the total number of Class Settlement Notices that were returned as undeliverable, the total number of objections and requests to opt out of the settlement, and the amounts not claimed by Class Members as a result of the submission of timely and valid requests to opt out of the settlement, if any, and/or any uncashed or undeliverable Settlement Checks. The Settlement Administrator shall maintain records of its work, which shall be available for inspection upon request by Defendants' counsel or Class Counsel.

12.1.2 Workweek and/or Pay Period Challenges. The Administrator has authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of workweeks and/or pay periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

12.1.3 Requests for Exclusion. The Administrator will promptly review on a rolling basis opt-out requests to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting opt-out requests, the Settlement Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

12.1.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file their Motion for Final Approval, the Settlement Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

12.1.5 Final Report by Settlement Administrator. Within 10 days after the Settlement Administrator disburses all funds in the GSA, the Settlement Administrator will provide Defense Counsel with a final report detailing its disbursements by employee identification number of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting

1 to its disbursement of all payments required under this Agreement. Class
2 Counsel is responsible for filing the Administrator's declaration in Court.

3 12.2 Identification of Aggrieved Employees and Class Members.

4 12.2.1 Within 30 calendar days of the entry of the Preliminary Approval Order,
5 Defendants shall provide the Settlement Administrator with the following
6 Class Data, to the extent that it possesses the information.

- 7 (1) the names, last known addresses, and last known telephone numbers
8 of each Aggrieved Employee and Class Member;
- 9 (2) the social security number of each Aggrieved Employee and Class
10 Member;
- 11 (3) the start and ending dates of employment for each Aggrieved
12 Employee and Class Member;
- 13 (4) the number of workweeks worked by each Class Member during the
14 Class Period; and
- 15 (5) the number of pay periods worked by each Aggrieved Employee
16 during the PAGA Period.
- 17 (6) To protect Class Members' and Aggrieved Employees' privacy
18 rights, the Administrator must maintain the Class Data in
19 confidence, use the Class Data only for purposes of this Settlement
20 and for no other purpose, and restrict access to the Class Data to
21 Settlement Administrator employees who need access to the Class
22 Data to effect and perform under this Agreement.

23 12.2.2 If Defendants and the Settlement Administrator determine, based upon
24 further review of available data, that a person previously identified as being
25 a Class Member or Aggrieved Employee should not be so included or
26 identify a person who should have been included as a Class Member or
27 Aggrieved Employee but was not so included, Defendants and the
28 Settlement Administrator shall promptly delete or add such person as
appropriate and immediately notify Class Counsel prior to such deletions or
additions (and the reasons therefor).

12.2.3 If the Settlement Administrator, Defendants, or Class Counsel is contacted
by or otherwise discovers any persons who believe they should have been
included in the Class Data and should have received Class Notice, the
Parties will expeditiously meet and confer in person or by telephone, and in
good faith in an effort to agree on whether to include them as Class
Members/Aggrieved Employees. If the Parties agree, such persons will be
Class Members/Aggrieved Employees entitled to the same rights as other
Class Members/Aggrieved Employees, and (if applicable) the Settlement

1 Administrator will send, via email or overnight delivery, a Class Notice
2 requiring them to exercise options under this Agreement not later than 14
3 days after receipt of Class Notice, or the deadline dates in the Class Notice,
4 which ever are later.

5 12.2.4 Other than the obligations set forth in this Settlement Agreement,
6 Defendants shall have no additional obligation to identify or locate any
7 Class Member/Aggrieved Employee or have any liability in connection
8 with the provision of information to the Settlement Administrator or
9 otherwise.

10 12.3 Notice to Class Members

11 12.3.1 Class Settlement Notice. The Class Settlement Notice shall be a pre-printed
12 notice, in substantially the form attached hereto as **Exhibit A** and to be
13 approved by the Court. In addition to other information contained on the
14 Class Settlement Notice, the Class Settlement Notice shall state the number
15 of workweeks and/or pay periods that the Class Member worked in
16 California during the Class Period and/or PAGA Period. The workweeks
17 and pay periods shall be determined according to Defendants' records. The
18 Class Settlement Notice also shall include an estimate of the Class
19 Member's Individual Class Payment and/or Individual PAGA Payment and
20 an explanation of the pro rata distribution formula.

21 12.3.1.1 Challenges to the Calculation of Workweeks / Pay Periods. Each
22 Class Member shall have until the Response Deadline (plus an
23 additional 14 days for Class Members whose Notice is remailed) to
24 challenge the number of workweeks and pay periods (if any)
25 allocated to the Class Member in the Class Notice. The Class
26 Member may challenge the allocation by communicating with the
27 Settlement Administrator via fax, email or mail. The Administrator
28 must encourage the challenging Class Member to submit supporting
documentation. In the absence of any contrary documentation, the
Administrator is entitled to presume that the workweeks and/or pay
periods contained in the Class Notice are correct so long as they are
consistent with the Class Data. The Administrator's determination
of each Class Member's allocation of workweeks and/or pay periods
shall be final and not appealable or otherwise susceptible to
challenge. The Settlement Administrator shall promptly provide
copies of all challenges to calculation of workweeks and/or pay
periods to Defense Counsel and Class Counsel and the Settlement
Administrator's determination the challenges

12.3.2 Upon its receipt of the Class Data, the Settlement Administrator shall
perform a Class Member Address Search and update any addresses.

12.3.3 No later than 7 business days after receipt of the Class Data, the Settlement
Administrator shall notify Class Counsel that the list has been received and

state the number of Class Members/Aggrieved Employees and workweeks/pay periods in the Class Data.

12.3.4 The Settlement Administrator shall provide the Notice Packet by first class mail, forwarding requested, to the Class Members at the addresses identified through the process described above. This mailing shall occur no later than 14 calendar days after the Settlement Administrator receives the Class Data. The first page of the Class Notice shall estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of workweeks and/or pay periods used to calculate these amounts. Before mailing Notice Packets, the Settlement Administrator shall update Class Member addresses as necessary following a Class Member Address Search.

12.3.5 Not later than 3 business days after the Settlement Administrator's receipt of any Notice Packet returned as undeliverable, the Settlement Administrator shall re-mail the Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

12.3.6 The deadlines for Class Members' written objections, Challenges to workweeks and/or pay periods, and Requests for Exclusion will be extended an additional 14 days beyond the 50 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

12.4 Notice to the LWDA. Class Counsel shall timely transmit to the LWDA all necessary PAGA documents concerning this Settlement, including this Agreement.

13. **Objections to the Settlement.**

13.1 Any Class Member who does not submit a valid and timely request to opt out of the settlement (*i.e.*, a Participating Class Member) may object to the Settlement. Any Participating Class Member who wishes to object to the Settlement must submit a written objection by fax, email, or mail to the Settlement Administrator no later than the Response Deadline.

13.2 The objection must include the case name and number and must set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the Settlement is not in the best interest of the Class Members and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection. The Settlement Administrator will

promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense Counsel.

13.3 Settlement Class Members shall be entitled to appear and/or object at the Final Approval Hearing regardless of whether they have submitted a timely written objection and notice of intention to appear pursuant to this Section. Settlement Class Members may appear at the Final Approval Hearing, either in person or through a lawyer retained at their own expense.

13.4 Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

14. **Requests for Exclusion (Opt Outs)**

14.1 In order to opt out of the Settlement, the Class Member must timely submit by fax, email, or mail, an opt-request request (the "Request for Exclusion") to the Settlement Administrator by the Response Deadline.

14.2 The Request for Exclusion should state the Class Member's name, address, telephone number, and signature. However, the Settlement Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Settlement Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

14.3 Class Members who submit a valid and timely Request for Exclusion shall not be permitted to object to the Settlement or appeal and shall not receive any Individual Class Payment. Class Members who opt out also shall not be bound by the Released Class Claims in this Agreement or the Final Approval Order. Each Class Member who does not opt out of the Settlement shall remain qualified to receive an Individual Class Payment and shall be subject to being bound by the applicable Released Class Claims provisions in this Agreement or the Final Approval Order, regardless of whether the Class Member actually receives the Class Notice or objects to the Settlement.

14.4 Except for persons who elect to opt out of the Class in the manner and within the time limits specified above and in the Class Settlement Notice, all Class Members shall be deemed to be within the Class for all purposes under this Settlement Agreement, shall be bound by the terms and conditions of this Settlement Agreement (including the release provisions in Paragraph 11.1), including all

orders issued pursuant thereto, and shall be deemed to have waived all unstated objections and unstated opposition to the fairness, reasonableness, and adequacy of this Settlement Agreement, and any of its terms.

14.5 Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Class Members who are Aggrieved Employees (including Non-Participating Class Members) are deemed to release the claims identified in Paragraph 11.2 of this Agreement and are eligible for an Individual PAGA Payment.

15. Application for Preliminary Approval Order.

After the Parties' execution of this Agreement, Plaintiff shall file for preliminary approval of the proposed Settlement, requesting a Preliminary Approval Order that contains the following provisions:

- (1) preliminarily approving the Settlement Agreement and its terms;
- (2) approving the form of the Class Settlement Notice, and finding that the proposed method of disseminating the Class Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances;
- (3) establishing the procedures and the deadline by which Class Members may assert objections to the Settlement or opt out of the Settlement;
- (4) establishing a deadline to submit papers/briefing in response to any objections and for Plaintiff to submit papers/briefing in support of final approval of the Settlement Agreement including the Service Award for the Class Representative and the Class Counsel Fees and Costs Award;
- (5) appointing Class Counsel, the Settlement Administrator, and the Class Representative; and
- (6) setting a date for the Final Approval Hearing.

Counsel for Defendants will be given an opportunity to comment on said motion at least 5 business days prior to filing, and such comments shall be implemented to the extent they are deemed reasonable by Plaintiff and Class Counsel.

16. Final Approval Order and Judgment.

If the Settlement shall be finally approved by the Court following the Final Approval Hearing, the Parties hereto shall jointly request that the Court enter a Final Approval Order and Judgment, which includes the following provisions:

- (1) confirming certification of the Settlement Class for settlement purposes;

- 1 (2) finding that the dissemination of the Class Notice, in the form and manner ordered
2 by the Court was accomplished as directed, and met the requirements of due
3 process;
4 (3) finally approving the Settlement Agreement and the Settlement as fair, reasonable
5 and adequate and directing consummation of the Settlement in accordance with its
6 terms and provisions;

7 The Judgment shall include the following provisions:

- 8 (1) directing the Parties to implement the terms of the Settlement Agreement;
9 (2) releasing and discharging the Released Parties from any and all liability with
10 respect to the Plaintiff's Released Claims, Released Class Claims, and Released
11 PAGA Claims as hereinabove provided, except for full payment of the Gross
12 Settlement Amount;
13 (3) resolving and settling all of Plaintiff's Released Claims as hereinabove provided,
14 with the release precluding them from instituting, commencing, directly or
15 indirectly, as an individual or collectively, representatively, derivatively, or on
16 behalf of themselves, or in any other capacity of any kind whatsoever, any action
17 in this Court, any other state court, or any arbitration or mediation proceeding or
18 any other similar proceeding, against any Released Party that asserts any claims
19 that are Plaintiff's Released Claims under the terms of the Settlement;
20 (4) resolving and settling all the Released Class and PAGA Claims by all Participating
21 Class Members and Aggrieved Employees as hereinabove provided, with the
22 release precluding them from instituting, commencing, or continuing to prosecute,
23 directly or indirectly, as an individual or collectively, representatively, derivatively,
24 or on behalf of himself or herself, or in any other capacity of any kind whatsoever,
25 any action in this Court, any other state court, or any arbitration or mediation
26 proceeding or any other similar proceeding, against any Released Party that asserts
27 any claims that are Released Class or PAGA Claims under the terms of the
28 Settlement;
(7) awarding the Service Award to the Class Representative, Class Counsel Fees and
Costs Award to Class Counsel, and Settlement Administration Costs to the
Settlement Administrator, as determined by the Court; and
(8) reserving continuing and exclusive jurisdiction over all matters related to the
administration and consummation of the terms of this Settlement and enforcement
of the Judgment.

26 **18. Effect of Settlement Not Being Final.**

27 In the event that the Settlement does not become Final then the Settlement Agreement shall
28 become null and void, and all negotiations, proceedings, and statements relating thereto shall be
without prejudice as to the rights of any and all Parties hereto, and all Parties and their respective

predecessors and successors shall be deemed to have reverted to their respective positions in the Actions as of the date and time immediately prior to the execution of this Settlement Agreement, and shall retain all rights to make all arguments regarding the merits of the claims and the appropriateness of the case for class and/or representative action treatment. If the Court does not approve either preliminarily or finally any material term or condition of the Settlement Agreement, or if the Court effects a material change to the Settlement, then this entire Settlement Agreement will be, at the Parties' discretion, voidable and unenforceable.

19. Escalator.

Based on their records, Defendants estimate that there are 57,880 total workweeks between January 24, 2022 and September 5, 2024 for Michael Kors and between September 1, 2019 through September 5, 2024 for BBSI. If the actual number of workweeks during the Class Period exceeds this estimate by more than 10% (i.e., at least 63,668 total workweeks worked by Participating Class Members during the Class Period), Defendants shall have the option in their sole and absolute discretion to either: (a) increase the Gross Settlement Amount by the actual percentage of workweeks in excess of 63,668; or (b) agree that the Class Period shall cut off as of the date the number of workweeks worked by Participating Class Members is at least 63,668.

20. Tolerance of Requests for Exclusion.

Notwithstanding any other provision of this Settlement Agreement, Defendants shall retain the right, in the exercise of their sole discretion, to nullify the Settlement within 15 calendar days after expiration of the Response Deadline, if more than 5% of Class Members choose to validly and timely request to opt out of this Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Settlement Agreement; provided, however, that Defendants will remain responsible for paying all Settlement Administration Costs incurred to that point.

21. No Admissions.

The Parties understand and agree that this Settlement Agreement is the result of a good faith compromise settlement of disputed claims, and no part of this Settlement Agreement or any conduct or written or oral statements made in connection with this Settlement and this Settlement Agreement, whether or not the Settlement is finally approved and/or consummated, may be offered as or construed to be an admission or concession of any kind by Defendants, or any of the Class Members, Released Parties, or Plaintiff. This Settlement and this Settlement Agreement shall not constitute an admission on behalf of Defendants of any form of liability or the accuracy of any allegation made by Plaintiff or Class Counsel.

22. Waiver of Right to Appeal.

Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any

waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

23. No Solicitation

The Parties agree that they and their respective counsel and employees will not solicit any Class Members to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

24. Amended Judgment.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and file a proposed amended judgment.

25. Appellate Court Orders

If any reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the reviewing court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

26. Avoidance of Undue Publicity.

The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the Settlement. Class Counsel agrees they have not and will not identify Defendants in any way in any website, blog, article, or social media. Nothing in this provision shall prevent Defendants from making any required disclosure or Class Counsel from referencing the Settlement in adequacy filings. Neither Plaintiff nor Class Counsel will publicize the Settlement in any way, except that nothing in this Settlement Agreement shall preclude Class Counsel from communicating with members of the Settlement Class about the Agreement or in submitting filings with the Court in furtherance of obtaining approval of the Settlement. Nor shall anything herein restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience or otherwise allowing the Judgment to become known to Class Members.

1 **27. Extensions of Time.**

2 Without further order of the Court, the Parties hereto may agree in writing to reasonable
3 extensions of time to carry out any of the provisions of the Settlement.

4 **28. Construction.**

5 This Settlement Agreement was entered into after substantial good faith, arms-length
6 negotiations between the Parties' counsel. This Settlement Agreement has been entered into
7 without any coercion and under no duress. The Parties acknowledge and agree that all Parties had
8 an equal hand in drafting this Settlement Agreement so that it shall not be deemed to have been
9 prepared or drafted by one party or another.

10 **29. Good Faith.**

11 The Parties to this Settlement Agreement agree that it reflects their good faith compromise
12 of the claims raised in the Actions, or those that could have been raised in the Actions, based upon
13 their assessment of the mutual risks and costs of further litigation and the assessments of their
14 respective counsel. The Parties to this Settlement Agreement pledge their good faith and fair
15 dealing in supporting the approval of this Settlement by the Court, are represented by competent
16 counsel, and have had an opportunity to consult with counsel prior to execution of this Settlement
17 Agreement.

18 **30. Due Authority of Attorneys.**

19 Each of the attorneys executing this Settlement Agreement on behalf of one or more Parties
20 hereto warrants and represents that he or she has been duly authorized and empowered to execute
21 this Settlement Agreement on behalf of each such respective Party and to bind them to the terms
22 hereof.

23 **31. Entire Agreement.**

24 This Settlement Agreement (including all Exhibits hereto) sets forth the entire agreement
25 of the Parties with respect to its subject matter and supersedes any and all other prior agreements
26 and all negotiations leading up to the execution of this Settlement Agreement, whether oral or
27 written, regarding the subjects covered herein. The Parties acknowledge that no representations,
28 inducements, warranties, promises, or statements relating to the subjects covered herein, oral, or
otherwise, have been made by any of the Parties which are not embodied or incorporated by
reference herein.

32. Use and Return of Class Data

 Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies
and summaries of the payroll and time card data provided to Class Counsel by Defendants in
connection with the mediation, other settlement negotiations, or in connection with the Settlement,
may be used only with respect to this Settlement, and no other purpose, and may not be used in
any way that violates any existing contractual agreement, statute, or rule of court. Not later than
90 days after the date when the Court discharges the Administrator's obligation to provide a
Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper

1 and electronic versions of payroll and time card data received from Defendants unless, prior to the
2 Court's discharge of the Administrator's obligation, Defendants make a written request to Class
3 Counsel for the return, rather than the destructions, of the payroll and time card data.

4 **33. Modification or Amendment.**

5 This Settlement Agreement may not be modified or amended except in a writing signed by
6 all signatories hereto or their successors in interest.

7 **34. Successors.**

8 This Settlement Agreement shall be binding upon and inure to the benefit of the Parties
9 hereto and their respective heirs, executors, administrators, successors and assigns, and upon any
10 corporation, partnership, or other entity into or with which any Party hereto may merge, combine
11 or consolidate.

12 **35. Counterparts.**

13 This Settlement Agreement may be executed in counterparts, by facsimile or electronically,
14 each of which shall be deemed an original, and all of which together shall constitute one and the
15 same instrument.

16 **36. Waivers.**

17 The waiver by any Party of any breach of this Settlement Agreement shall not be deemed
18 or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of
19 this Settlement Agreement.

20 **37. Governing Law.**

21 This Settlement Agreement shall be governed by and construed, enforced, and
22 administered in accordance with the internal laws of the State of California.

23 **38. Headings.**

24 The headings contained in this Settlement Agreement are for convenience and reference
25 purposes only, and shall not be given weight in its construction.

26 **39. Continuing Jurisdiction.**

27 The Court in which the Parties will seek approval of the Settlement shall retain continuing
28 jurisdiction over the Actions to ensure the continuing implementation and enforcement of the
provisions of this Settlement Agreement under applicable law, including, but not limited to,
California Code of Civil Procedure section 664.6.

40. Stay of Litigation

The Parties agree that upon the execution of this Agreement the litigation shall be stayed,
except to effectuate the terms of this Agreement. The Parties further agree that upon the signing

of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

41. Notices.

Any notices, requests, demands, or other communications required or permitted to be given pursuant to this Settlement Agreement, other than notice to the Class or Class Members, shall be in writing and mailed or emailed as follows: (1) to Class Representative, the Class, and Class Counsel to the attention of Christina Lucio or Mitchell Murray, James Hawkins APLC, 9880 Research Drive, Irvine, California 92618, (949) 387-7200; christina@jameshawkinsaplc.com; mitchell@jameshawkinsaplc.com; (2) to BBSI and counsel for BBSI, to the attention of Nicole Golob, Fisher Phillips LLP, 444 South Flower Street, Suite 1500, Los Angeles, California 90071, (213) 330-4498, ngolob@fisherphillips.com; (3) to Michael Kors and counsel for Michael Kors, Seyfarth Shaw LLP, 2029 Century Park East, Suite 3500, Los Angeles, California 90067-3021, (310) 277-7200, elevy@seyfarth.com and msigall@seyfarth.com or any alternative address provided.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Dated: _____

By: _____

Bianca Muro

On behalf of herself, as Plaintiff, the Class, and the Aggrieved Employees

Dated: _____

By: _____

For Michael Kors (USA), Inc.

Dated: _____

By: _____

For Barrett Business Services, Inc.

1 APPROVED AS TO FORM:

2
3 Dated: _____

By: _____

4 James R. Hawkins
Counsel for Plaintiff

5
6 Dated: _____

By: _____

7 Elizabeth Levy
Counsel for Michael Kors (USA), Inc.

8
9 Dated: _____

By: _____

10 Nicole Golob
Counsel for Barrett Business Services, Inc.

EXHIBIT A

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION AND FINAL APPROVAL HEARING

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Bianca Muro v. Michael Kors (USA), Inc.; Barrett Business Services, Inc.
Los Angeles County Superior Court Case Number 23STCV21214

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.

You may be eligible to receive money from the Settlement of an employee class action lawsuit (“Action”) against Michael Kors (USA), Inc. (“Michael Kors”) and Barrett Business Services, Inc. (“BBSI”) (collectively “Defendants”) for alleged wage and hour violations under the California Labor Code. The Action was filed by a Bianca Muro (“Plaintiff”) who sought monetary relief for a putative class of hourly employees (“Class Members”) who were employed by Michael Kors from January 24, 2022 to December 4, 2024 or who were employed by BBSI and placed to work at a Michael Kors’ facility from September 1, 2019 to December 4, 2024 (the “Class Period”). Plaintiff also sought penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendants in California at a Michael Kors’ facility during the PAGA Period (September 1, 2022 to December 4, 2024) (“Aggrieved Employees”).

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 penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, you are or have been an employee of Michael Kors or were employed by BBSI and placed to work at a Michael Kors facility during the Class Period, and **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’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 Michael Kors’ records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this

Questions? Please Call: _____

Notice

Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do 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 Plaintiff and Plaintiff’s 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.

If you worked for Michael Kors or worked for BBSI and were assigned to Michael Kors during the Class Period and/or the PAGA Period, you have two basic options under the 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.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator, Apex Class Action Administration in writing to their address below. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants to the extent otherwise permitted by law, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You don’t have to do anything to participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and if you are an Aggrieved Employee, an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You can opt out of the class settlement but not the PAGA settlement. The Opt-Out Deadline is _____	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. 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. See Section 6 of this Notice. 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

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	to pursue Released Claims (defined below).
Participating Class Members can object to the Class Settlement. The Objection Deadline is _____.	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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You can participate in the Final Approval Hearing.	The Court’s Final Approval Hearing is scheduled to take place on _____. 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. See Section 8 of this Notice.
You can challenge the calculation of your workweeks / pay periods. Written challenges must be submitted by _____.	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many pay periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Michael Kors’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff was assigned by BBSI to perform work at Michael Kors’ Whittier, California facility. The Action accuses Defendants of violating California labor laws for failure to pay wages, including minimum wages and overtime and including but not limited to wages due based on alleged time rounding and/or off-the-clock work, failure to pay wages (including overtime wages) at the regular rate of pay, failure to provide meal or rest periods, failure to authorize and permit rest/meal periods, short/late meal and rest periods, failure to relieve employees of all duties during meal and/or rest periods, failure to pay for time worked off the clock during meal periods, failure to pay meal or rest premiums or properly compensate meal or rest break premiums at the regular rate of pay, failure to furnish accurate wage statements, failure to keep accurate records, failure to timely pay wages during employment, failure to pay sick time wages, failure to reimburse for necessary business expenses, failure to timely pay wages at separation, violation of temperature control guidelines, failure to provide suitable seating, and unlawful

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background and credit checks. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: James R. Hawkins, Christina M. Lucio, and Mitchell J. Murray of James Hawkins APLC (“Class Counsel.”)

There has not been any finding of wrongdoing, and Defendants strongly deny violating any laws and maintains that they complied with all laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits.

In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator and negotiated extensively between Class Counsel and Defendants’ counsel in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff 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.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Defendants Will Pay \$600,000 as the Gross Settlement Amount (Gross Settlement).

Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 21 days after the Effective Date of the Agreement as defined therein.

Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

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Up to \$200,000 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

Up to \$7,500 as Class Representative Service Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Award will be the only monies Plaintiff will receive from the Settlement other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

Up to \$17,750 to the Administrator for services administering the Settlement.

Up to \$30,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

PAGA Penalties. The PAGA Penalties will be distributed 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods. The Individual PAGA Payments will be distributed by the Administrator to all Aggrieved Employees.

Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion for their respective employees. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. All uncashed Individual PAGA Payments will be distributed to the LWDA.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. You can opt out by sending the Administrator a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from you or your representative stating your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants to the extent otherwise permitted by law.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and will give up their right to assert PAGA claims against Defendants based on the PAGA Period for any of the claims subject to the Aggrieved Employees' Release (described below).

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Administrator. The Court has appointed a neutral company, Apex Class Action Administration (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 PAGA 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 in Section 9 of this Notice.

Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement (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 released entities for the claims resolved by this Settlement.

The Participating Class Members employed by Defendants will be bound by the following release:

Each Participating Class Member and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians will release the Released Parties from any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind or nature, contingent or accrued, and irrespective of theory of recovery, that arose during the relevant Class Period and which were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action or enumerated in Plaintiff's letters to the LWDA requesting authorization to be deputized as private attorney generals for the purposes of pursuing a PAGA claim (the "LWDA Letter"). This includes, but is not limited to, any claims for failure to pay wages, including minimum wages and overtime and including but not limited to wages due based on alleged time rounding and/or off-the-clock work, failure to pay wages (including overtime wages) at the regular rate of pay, failure to provide meal or rest periods, failure to authorize and permit rest/meal periods, short/late meal and rest periods, failure to relieve employees of all duties during meal and/or rest periods, failure to pay for time worked off the clock during meal periods, failure to pay meal or rest premiums or properly compensate meal or rest break premiums at the regular rate of pay, failure to furnish accurate wage statements, failure to keep accurate records, failure to timely pay wages during employment, failure to pay sick time wages, failure to reimburse for necessary expenses, failure to timely pay wages at separation, violation of temperature control guidelines, failure to provide suitable seating, unlawful background and credit checks as well as claims derivative and/or related to these claims, liquidated damages, conversion of wages, claims under California Labor Code §§ 201, 202, 203, 204, 210, 216, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 245, 246, 247, 248, 249, 510, 512, 516, 558, 1024.5, 1174, 1182.12, 1194, 1194.2, 1195, 1197, 1198, 2802, claims under the applicable IWC Wage Orders, and claims arising under Business and Professions Code section 17200 arising from the Labor Code violations released herein. Participating Class Members shall further waive their right to pursue individual lawsuits as to any of the claims released herein against the Released Parties to the extent such claims accrued during the Class Period.

Released Parties. The Released Parties are Defendant Michael Kors (USA), Inc., Defendant Barrett Business Services, Inc., and each of their predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of its owners, shareholders, members, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and

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assigns, and any other persons acting by, through, under or in concert with any of them.

Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or the Released Parties based on the PAGA claims resolved by this Settlement.

The Aggrieved Employees' Release is as follows:

As to claims for civil or statutory penalties for violation of PAGA, the State of California and all Aggrieved Employees including Plaintiff shall release the Released Parties from all claims for penalties under PAGA during the PAGA Period that were or could have been alleged in the Action based on the facts or claims alleged in any version of the Complaint and/or the LWDA Letter irrespective of the underlying theory of recovery supporting the claim for PAGA penalties. This includes, but is not limited to, any claims for failure to pay wages, including minimum wages and overtime and including but not limited to wages due based on alleged time rounding and/or off-the-clock work, failure to pay wages (including overtime wages) at the regular rate of pay, failure to provide meal or rest periods, failure to authorize and permit rest/meal periods, short/late meal and rest periods, failure to relieve employees of all duties during meal and/or rest periods, failure to pay for time worked off the clock during meal periods, failure to pay meal or rest premiums or properly compensate meal or rest break premiums at the regular rate of pay, failure to furnish accurate wage statements, failure to keep accurate records, failure to timely pay wages during employment, failure to pay sick time wages, failure to reimburse for necessary expenses, failure to timely pay wages at separation, violation of temperature control guidelines, failure to provide suitable seating, unlawful background and credit checks as well as claims derivative and/or related to these claims, liquidated damages, conversion of wages, claims under California Labor Code §§ 201, 202, 203, 204, 210, 216, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 245, 246, 247, 248, 249, 510, 512, 516, 558, 1024.5, 1174, 1182.12, 1194, 1194.2, 1195, 1197, 1198, 2802 and claims under the applicable IWC Wage Order.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

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- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. 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.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Bianca Muro v. Michael Kors, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make

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the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website ([url](#)) or the Court's website ([url](#)).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Bianca Muro v. Michael Kors, Inc.* and include your name, current address, telephone number, and approximate dates of employment for Michael Kors and/or BBSI and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually by registering online at <https://my.lacourt.org/laccwelcome>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the

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Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED]'s website at [REDACTED]. 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://www.lacourt.org/casesummary/ui/>) and entering the Case Number for the Action, Case No. 23STCV21214. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

James R. Hawkins
Christina M. Lucio
Mitchell J. Murray
James Hawkins APLC
9800 Research Drive, Suite 200
Irvine, California 92618

Settlement Administrator:

[REDACTED]
...

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

11. 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.

EXHIBIT 2