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on behalf of herself and all others similarly situated
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF LOS ANGELES

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

13 Plaintiff,

14 v.

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

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

Assigned to Hon. Lawrence P. Riff

**[PROPOSED] ORDER GRANTING
PRELIMINARILY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

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

Complaint Filed: September 1, 2023
Trial Date: None Yet Set
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1 The Court, having read and considered the papers filed in support of Plaintiff's Motion for
2 Preliminary Approval of Class Action and PAGA Settlement, the proposed Notice of Settlement of Class
3 Action and Final Approval Hearing, and other documents, having considered the arguments of counsel,
4 and good cause appearing therefore, **IT IS HEREBY ORDERED:**

5 1. The Joint Stipulation of Class Action and PAGA Settlement Agreement and Release (the
6 "Settlement Agreement") of Defendants Michael Kors, Inc. and Barrett Business Services, Inc.
7 ("Defendants") and Plaintiff Bianca Muro ("Plaintiff") is preliminarily approved as the terms of the
8 Settlement Agreement fall within the range of approval as fair, adequate, and reasonable. Based on a
9 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arm's-length
10 negotiations conducted after Plaintiff and her counsel adequately investigated the claims and became
11 familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
12 the Settlement process supports the Court's conclusion that the Settlement is non-collusive and reasonable.
13 The Settlement is presumptively valid, subject only to any objections that may be raised at the Final
14 Fairness Hearing and Final Approval by this Court.

15 2. This Order incorporates by reference all defined terms set forth in the Settlement
16 Agreement, which is attached as Exhibit 1 to the Declaration of James R. Hawkins in Support of Plaintiff's
17 Motion For Preliminary Approval of Class Action and PAGA Settlement filed on January 30, 2025.

18 3. The following persons are provisionally certified as the "Class" or "Class Members" for
19 settlement purposes only: "all non-exempt employees of Michael Kors in the State of California at any
20 time between January 24, 2022, through December 4, 2024, and all non-exempt employees of BBSI placed
21 to work at a Michael Kors facility in the State of California at any time between September 1, 2019 through
22 December 4, 2024."

23 4. The proposed Class satisfies the requirements for certification under California Code of
24 Civil Procedure section 382 because Class Members are readily ascertainable, and a well-defined
25 community of interest exists in the questions of law and fact affecting the Parties.

26 5. Plaintiff is appointed as the Class Representative and James Hawkins, Christina Lucio, and
27 Mitchell Murray of James Hawkins APLC are appointed as Class Counsel.

1 6. The Parties' proposed notice plan is constitutionally sound and hereby approved as the best
2 notice practicable. The proposed Notice of Settlement of Class Action and Final Approval Hearing ("Class
3 Notice"), attached as Exhibit A to the Settlement Agreement, is sufficient to inform Class Members of the
4 terms of the Settlement Agreement, their rights to receive monetary payments under the Settlement
5 Agreement and the date and location of the final approval hearing. In addition, the Class Notice fairly,
6 plainly, accurately, and reasonably informs Class Members of: (1) the nature of the action, the definition
7 of the Class, the identity of Class Counsel, and essential terms of the Settlement; (2) Plaintiff's and Class
8 Counsel's applications for the Class Representative Service Award, and Class Counsel's request for
9 attorneys' fees and litigation expenses; (3) a formula used to determine the Class Member's estimated
10 payment; (4) Class Members' rights to appear through counsel if they desire; (5) how to object to the
11 Settlement or submit a request for exclusion from the settlement if a Class Member wishes to do so; and
12 (6) how to obtain additional information regarding the action and the Settlement. (California Rule of Court
13 3.766.) The Court finds that the notice requirements of California Rule of Court 3.769, subd. (f) are
14 satisfied, and that the Class Notice adequately advises Class Members of their rights under the Settlement.
15 Counsel for the Parties are authorized to correct any typographical errors in the Class Notice and make
16 clarifications, to the extent the same are found or needed, so long as such corrections do not materially
17 alter the substance of the Class Notice and other notice documents.

18 7. The Court preliminarily approves the settlement of claims under the California Labor
19 Code's Private Attorneys General Act of 2004 (Lab. Code § 2699 et seq.) ("PAGA") according to the
20 terms and conditions in the Settlement Agreement. The Court also finds that notice was provided to the
21 California Labor and Workforce Development Agency ("LWDA"). Class Counsel are ordered to provide
22 notice of the Settlement to the LWDA.

23 8. Apex Class Action Administrators is appointed to act as the Settlement Administrator,
24 pursuant to the terms set forth in the Settlement Agreement. The Settlement Administrator is ordered to
25 carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this
26 Order, including disseminating the Class Notice according to the notice plan described in the Settlement
27 Agreement.
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1 9. The procedures and 50-day deadline for Class Members to request exclusion from or to
2 object to the Settlement are adopted as described in the Settlement Agreement. Any Class Member who
3 intends to object to final approval of the Settlement must submit an objection to the Settlement
4 Administrator by fax, email, or mail in accordance with the Settlement Agreement. Any opposition or
5 reply to an objection or the motion for final approval will be due according to Code of Civil Procedure
6 section 1005.

7 10. The Parties are ordered to carry out the Settlement according to the terms of the Settlement
8 Agreement.

9 11. A final approval hearing will be held on _____, at _____, to determine
10 whether the Settlement Agreement should be granted final approval as fair, reasonable, and adequate as
11 to the Class Members and should be finally approved, and whether to approve Plaintiff's motion for
12 approval of Class Representative Service Award and Class Counsel's attorneys' fees and costs. The Court
13 reserves the right to continue the date of the final approval hearing without further notice to the Class
14 Members. The Court retains jurisdiction to consider all further applications arising out of or in connection
15 with the Settlement Agreement.

16 12. The Motion for Final Approval of the Settlement Agreement, including requests to approve
17 the Class Representative Service Award and Class Counsel's request for attorneys' fees and litigation
18 expenses, shall be filed and served no later than 16 court days before the final approval hearing.

19 13. In the event the Settlement is not fully and finally approved, or otherwise does not become
20 effective in accordance with the terms of the Settlement Agreement, this Order shall be rendered null and
21 void and shall be vacated, and the Parties shall revert to their respective positions as of before entering
22 into the Settlement Agreement. If the Settlement does not become final for any reason, the fact that the
23 Parties were willing to stipulate to settlement and the circumstances, proceedings and documents related
24 to the proposed settlement and shall have no bearing on, and will not be admissible in connection with
25 litigation, whether through issue preclusion or estoppel or otherwise.

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27 **IT IS SO ORDERED.**
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Hon. Lawrence P. Riff
Judge, Los Angeles County Superior Court