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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 23STCV24778

Assigned to Hon. Lawrence P. Riff

**DECLARATION OF BIANCA MURO
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date:
Time:
Dept.: 7

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

DECLARATION OF BIANCA MURO

I, Bianca Muro, declare:

1 1. I am an individual over the age of 18 and I am the named plaintiff in this matter.
2 This declaration is submitted in support of preliminary approval of the proposed Joint Stipulation
3 of Settlement and Release (“Settlement Agreement”). I have personal knowledge of the facts stated
4 in this declaration and could testify competently to them if called upon to do so.

5 2. I worked for Defendants from approximately March 2022 to September 2022 in an
6 hourly position as an Inventory Laborer at the Michael Kors’ distribution center located at 3777
7 Workman Mill Rd, Whittier, California 90601.

8 3. As an Inventory Laborer, my job duties included unpacking products from packages
9 on pallets unloaded from delivery trucks, handling and relabeling the products with new pricing
10 tickets, removing hangers from the products, adding polybags to the products, replacing or adding
11 tissue paper to the products, and packing the products into new packages and loading them onto
12 pallets to be loaded onto delivery trucks to be transported to their final destination at retail
13 locations.

14 4. I contend that, during my employment, Defendants failed to pay me for all the hours
15 I worked because I was required to work while off the clock, including during meal periods, for
16 security checks, Covid screenings, and for walking time. I also contend that Defendants failed to
17 pay me overtime, break premiums, and sick leave at the correct rate as required by law. During
18 employment, I earned various types of bonuses and incentives, but when I earned bonus payments
19 or incentives in the same pay period in which I also worked overtime, or did not receive a meal
20 period or rest period, or took sick leave, Defendants failed to properly calculate my regular rate of
21 pay based on the bonus and incentives. Defendants also failed to provide me with lawful meal and
22 rest breaks. As a result of Defendants’ scheduling policies and practices taken together with
23 productivity demands imposed, I regularly had to continue working and wait until after I had
24 completed five hours of work before I was provided with a meal period. Moreover, I was not
25 provided with second meal periods and Defendants did not authorize and permit me to take a third
26 rest period when I worked shifts over 10 hours.

27 5. I understand that when I agreed to file the lawsuit and serve as a class representative, I
28 agreed to consider the interests of the class members above my interests.

1 6. I understood my duty as Class Representative was to actively participate in the case and
2 keep myself apprised of its progress. I have worked diligently to fulfill these duties by assisting my
3 attorneys in investigating and prosecuting this action on behalf of the Class.

4 7. I understood the risks of serving as Class Representative, including potential liability for
5 Defendants' costs/fees and reputational harm that could affect future employment prospects.
6 Despite these risks, I felt obligated to pursue this case to vindicate our rights and recover wages
7 owed.

8 8. When I first filed my lawsuit, I understood that it had the chance to benefit other similarly
9 situated workers by helping them recover money and penalties they were potentially owed. I felt
10 that Defendants were not following the law, and I wanted Defendants to comply with the law and
11 treat their employees fairly. I feel that I have taken on a greater burden than any of the other Class
12 Members because I have been actively involved in the litigation since the outset, and because it is
13 my name that is attached to the lawsuit. Although I was aware of the risks associated with filing a
14 public lawsuit, I chose to move forward with the case anyway. Through my efforts, Defendants
15 have agreed to a settlement that will benefit current and former employees of Defendants, and I
16 believe that I should be compensated for carrying the burden of this litigation for the benefit of the
17 other employees.

18 9. My interests are aligned with the Class, and I have no conflicts. I have always prioritized
19 the Class's interests equally to my own. Serving as Class Representative has required significant
20 time and effort, and has exposed me to substantial risks.

21 10. My attorneys provided me the proposed Joint Stipulation of Settlement and Release, which
22 I carefully reviewed and discussed with them before signing. As Class Representative, I have
23 agreed to a broader release than other Class Members.

24 11. I understand that in connection with the Settlement, I am requesting a \$7,500 Service
25 Award. I understand that this amount is not guaranteed and is subject to Court approval. I believe
26 that the Service Award is reasonable and should be awarded given my time investment, the
27 exceptional result achieved, the broad release I am providing, and the risks I undertook on behalf
28 of the Class.

12. I have been actively involved in this case since before it was even filed. Among other things, I searched for relevant documents for use in the lawsuit, provided factual information to my attorneys, had various phone calls with my attorneys to discuss the claims in the lawsuit and Defendants' practices, provided a declaration in opposition to Defendant's motion to compel arbitration, assisted my attorneys to help them prepare for mediation, reviewed and provided input regarding the settlement in this case, and otherwise assisted my attorneys in moving this case towards resolution.

13. I remain committed to representing the Class through final approval of the settlement.

I declare under penalty of perjury under the laws of the state of California and the United States that the foregoing is true and correct. Executed on 17/01/2025 in Los Angeles, California.

Bianca Muro
Bianca Muro (Jan 17, 2025 11:09 PST)

Bianca Muro

Declaration ISO Preliminary Approval of Settlement

Final Audit Report

2025-01-17

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"Declaration ISO Preliminary Approval of Settlement" History

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