SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 7

23STCV21214 June 20, 2025
BIANCA MURO vs MICHAEL KORS, INC. 9:00 AM

Judge: Honorable Samantha Jessner CSR: None
Judicial Assistant: Alfredo Morales ERM: None
Courtroom Assistant: Maria Gomez-Barrientos Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement

The matter is not called for hearing.

The Court has previously provided the parties with the following tentative ruling:

TENTATIVE RULING

GRANT Preliminary Approval.

BACKGROUND

This is a wage and hour class action. Plaintiff was employed as an Inventory Laborer with Defendant Michael Kors, Inc. ("Michael Kors"), through the staffing agency Defendant Barrett Business Services, Inc. ("BBSI") (collectively with Michael Kors as "Defendants").

On September 1, 2023, Plaintiff filed a Class Action Complaint. On November 29, 2023, Plaintiff filed a First Amended Complaint alleging 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").

On November 7, 2023, Plaintiff also filed a PAGA Complaint 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.

On February 27, 2024, pursuant to the Parties' stipulation, the Court consolidated the

Class Action and PAGA Action.

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

On September 5, 2024, the parties attended a full-day private mediation with mediator Louis Marlin. Although the parties were not able to reach an agreement at mediation, Mr. Marlin later made a mediator's proposal to settle Plaintiff's claims for a total of $600,000 which all parties accepted on September 11, 2024. On February 5, 2025, Counsel filed a fully executed Settlement Agreement attached to the Supplemental Declaration of James R. Hawkins ("Hawkins Supp. Decl.") as Exhibit 1.

The Court continued Preliminary Approval on April 1, 2025 for Counsel to address deficiencies with the Settlement Agreement. On May 28, 2025, Counsel confirmed that the escalator had been triggered, that the gross settlement amount would proportionally increase, and that a fully executed Amended Settlement Agreement was forthcoming. (See Supplemental Declaration of James R. Hawkins) On June 3, 2025, Counsel filed the fully executed Amended Settlement Agreement, attached as Exhibit 1 to the 2nd Supplemental Declaration of James R. Hawkins. All references below are to this version of the Settlement.

Now before the Court is the Motion for Preliminary Approval of the Settlement Agreement.

SETTLEMENT CLASS DEFINITION

"Class" or "Class Members" refers to all non-exempt employees of Michael Kors in the State of California at any time between January 24, 2022 through December 4, 2024 and all non-exempt employees of BBSI placed to work at a Michael Kors facility in the State of California at any time between September 1, 2019 through December 4, 2024 ("Class Period"). The term "Class Member" refers to both Participating and Non-Participating Class Members, including Non-Participating Class Members who qualify as Aggrieved Employees. It shall be an opt-out class. (¶1.4)

- "Class Period" refers to January 24, 2022 through December 4, 2024 for Michael Kors and September 1, 2019 through December 4, 2024 for BBSI. (¶1.9)
- "Aggrieved Employee(s)" refers to all Class Members employed by Defendants at any time between September 1, 2022 through December 4, 2024 ("PAGA Period"). (¶1.2)
    - "PAGA Period" refers to September 1, 2022 through December 4, 2024.

(¶1.26)

- The parties stipulate to certification for purposes of settlement. (¶3.1)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount ("GSA") is **$670,620 [escalated by $70,620]**, non-reversionary. (¶¶4.1-4.2)
    - Escalator Clause: 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 increase the Gross Settlement Amount by the actual percentage of workweeks in excess of 63,668. (¶19) On May 28, 2025, Counsel confirmed that the escalator had been triggered, that the gross settlement amount would proportionally increase. (Hawkins Supp. Decl., ¶¶3-4.)
- The Net Settlement Amount ("Net") (**$374,330**) is the GSA minus the following:
    - Up to **$223,540** (33 1/3%) for attorney fees (¶6);
    - Up to **$20,000** for litigation costs (*Ibid.*);
    - Up to **$7,500** for a Service Payment to the Named Plaintiff (¶7);
    - Up to **$17,750** for settlement administration costs (¶8); and
    - Payment of **$22,500** (75% of $30,000 PAGA Payment) to the LWDA. (¶5.2)
- Employer's taxes shall be separately paid by Defendant. (¶4.1)
- No claim form is required. (¶4.2)
- Funding of 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. (¶9.1)
- Individual Settlement Payment Calculation: 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 (¶5.1.1)

- PAGA Payments: 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. 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. (¶¶5.2.1-5.2.2)
- Tax Allocation: Individual Settlement Payments will be allocated as follows:20% as wages, 80% as interest and penalties; PAGA Payments will be 100% penalties. (¶10.1)

- Response Deadline: "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. (¶1.36) 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. (¶12.3.6.)
  - 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. (¶20)
- Uncashed Settlement Checks: 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). (¶9.4) 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. 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. (¶9.5)

- The settlement administrator will be Apex Class Action Administrators. (¶8)
- The proposed settlement was submitted to the LWDA on February 4, 2025. (Hawkins Supp. Decl., Exhibit 2.)
- Notice of Final Judgment will be posted on the Settlement Administrator's website. (Notice, §9.)
- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

1. **Does a presumption of fairness exist?**

1. Was the settlement reached through arm's-length bargaining? Yes. On September 5, 2024, the parties attended a full-day private mediation with mediator Louis Marlin. (Declaration of James R. Hawkins ("Hawkins Decl."), ¶18.) Although the parties were not able to reach an agreement at mediation, Mr. Marlin later made a mediator's proposal to settle Plaintiff's claims for a total of $600,000 which all parties accepted on September 11, 2024. (*Id*. at ¶19.)

1. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Class Counsel represents that prior to mediation, Plaintiff obtained, through informal discovery, relevant wage and hour policies and procedures, such as meal and rest break policies, and time and payroll records for the entire Class. (*Id.* at ¶8.)

Counsel further represents that they reviewed the document production and performed an analysis of the timekeeping and payroll records with the aid of Berger Consulting Group to perform data analysis on the records and to advise on Defendants' potential exposure. (*Id*. at ¶14.)

1. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id*. at ¶¶71-78.)
1. What percentage of the class has objected? This cannot be determined until the fairness hearing. See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ("Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing.").

CONCLUSION: The settlement is entitled to a presumption of fairness.

1. **Is the settlement fair, adequate, and reasonable?**
1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Here, Class Counsel has provided information, summarized below, regarding the estimated values of the class claims alleged:

Violation	**Maximum Exposure**
Unpaid Wages	$469,657.00
Meal Break Violations	$548,063.00
Rest Break Violations	$3,822,857.00
Waiting Time Penalties	$5,217,858.00
Wage Statement Violations	$2,835,900.00
PAGA	$9,294,000.00
TOTAL	**$22,188,335.00**

(Hawkins Decl. ¶¶ 25-36.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc*. (2010) 180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive

motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.").)

4. Amount offered in settlement. Plaintiff's counsel obtained a $670,620 non-reversionary settlement. This is approximately 3.02% of Defendant's maximum exposure which, given the uncertain outcomes, is within the "ballpark of reasonableness" when considering the PAGA estimate is about 41% of the total estimated recovery and PAGA recovery are notoriously discretionary.

The $670,620 settlement amount, after reduced by the requested deductions, leaves approximately $374,330 to be divided among approximately 1,734 class members. Assuming full participation, the resulting payments will average approximately $215.88 per class member. [$374,330 Net / 1,734 = $215.88]

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

CONCLUSION: The settlement can be preliminarily deemed "fair, adequate, and reasonable."

1. **Scope of the release**

Release of Claims by the Settlement Class. 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)

- 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 reasonably could have been brought based on the facts or claims alleged in the operative complaint 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. (¶11.1)

- 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 reasonably could have been alleged in the Actions based on the facts or claims alleged in the operative complaint 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. (¶11.2)

- "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. (¶1.34)
- Named Plaintiff will additionally provide a general release and §1542 waiver. (¶11.3)

1. **May conditional class certification be granted?**
    1. Standards

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk* at 1807, fn 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba* at 240.)

    1. Analysis

1. Numerosity. There are approximately 1,734 class members. (Motion at 11:13-19.) This element is met.
1. Ascertainability. The proposed class is defined above. The class definition is "precise, objective and presently ascertainable." (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The class members are identifiable from Defendant's records. (Motion at 11:13-19.)
1. Community of interest. "The community of interest requirement involves three factors: '(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.'" (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

As to commonality, Counsel contends that this common questions of law and fact that affect the Class are whether Defendants included shift differentials when calculating Class Members' regular rate of pay for purposes of paying sick leave and meal rest period premiums; whether Class Members were provided compliant meal and rest periods; whether the wage statements Defendants provided to Class Members complied with California law; whether Defendants failed to maintain accurate employment records as required under Labor Code sections 1174 and 1174.5; and whether Defendants' policies and practices constitute unfair business practices for purposes of Business and Professions Code section 17200 et seq. (Motion at 12:8-20.)

As to typicality, Counsel contends that Plaintiff's claims are typical of the claims of the Class because Class Members were all subject to the same policies and practices while working for Defendants, including the company's payroll and timekeeping policies, and meal and rest period policies. As such, Counsel contends all sustained the same or similar damages resulting from Defendants' alleged violations of California wage-and-hour laws, including unpaid regular, minimum and overtime wages, noncompliant meal and rest periods, and inaccurate wage statements.. (Motion at 13:4-12.)

As to adequacy, Plaintiff asserts that he understood his duties as a class representative, has been willing to undergo the risk of litigation, and has no conflict of interest with the other Class Members. (Motion at 13:20-28; Declaration of Plaintiff Bianca Muro, *passim*.)

1. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.
1. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

CONCLUSION: The class may be conditionally certified since the prerequisites of class certification have been satisfied.

1. **Is the notice proper?**
1. Content of class notice. The proposed notice is attached to the Settlement Agreement. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

The Notice will be distributed in English. Plaintiff relies in good faith on representations by Defendants that the English notice is sufficient for the members of the class. (Hawkins Supp. Decl., ¶10.)

1. Method of class notice. Within 30 calendar days of the entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the Class Data. (¶12.2.1) Upon its receipt of the Class Data, the Settlement Administrator shall perform a Class Member Address Search and update any addresses. (¶12.3.2) 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. (¶12.3.3)

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. (¶12.3.4)

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 remail 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. (¶12.3.5)

1. Cost of class notice. As indicated above, settlement administration costs are estimated not to exceed **$17,750** (¶8). Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

1. **Attorney fees and costs**

CRC rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc*. (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the

attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **$200,000** (33 1/3%) in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought (capped at **$25,000**) by detailing how they were incurred.

1. **Incentive Award to Class Representative**

The Settlement Agreement provides for an enhancement award of $7,500 to Plaintiff Muro.

In connection with the final fairness hearing, the named Plaintiff must submit a declaration attesting to why he should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than pro forma claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit . . . .'" (*Id*. at 806-807, italics and ellipsis in original.)

The Court will decide the issue of the enhancement award at the time of final approval.

The parties having submitted on the Court's tentative ruling, the tentative is adopted as the order of the Court.

The Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement filed by Bianca Muro on 01/30/2025 is Granted.

Fairness Hearing is scheduled for 10/27/2025 at 10:00 AM in Department 7 at Spring Street Courthouse.

23STCV21214 June 20, 2025
BIANCA MURO vs MICHAEL KORS, INC. 9:00 AM

Judge: Honorable Samantha Jessner CSR: None
Judicial Assistant: Alfredo Morales ERM: None
Courtroom Assistant: Maria Gomez-Barrientos Deputy Sheriff: None

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The clerk is to give notice.

Certificate of Service is attached.