JOINT STIPULATION AND SETTLEMENT AGREEMENT
Marie Burroughs v. United Parcel Service, Inc., et al.
San Bernardino County Superior Court, Case No. CIVDS1936788
and
Hector Martinez v. Manpower US, Inc., et al.
San Bernardino County Superior Court, Case No. CIVDS2010376

Subject to approval by the Court, this Settlement Agreement is between Plaintiffs Marie Burroughs ("Burroughs") and Hector Martinez ("Martinez") (collectively Burroughs and Martinez are referred to herein as "Plaintiffs"), on behalf of themselves, all other all non-exempt employees in California who were employed by Defendant Manpower US, Inc. ("Manpower" or "Defendant") and placed to work at UPS Supply Chain Solutions, Inc. ("UPS") facilities. Plaintiffs and Defendant collectively are referred to in this Agreement as the "Parties."

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

A. **Action**: Collectively, the "Action" refers to (1) the lawsuit brought by Burroughs on behalf of herself and Aggrieved Employees in the San Bernardino County Superior Court on December 4, 2019, entitled *Marie Burroughs v. United Parcel Service, Inc., et al.* (Case No. CIVDS1936788); and (2) the lawsuit brought by Martinez on behalf of himself and Aggrieved Employees in the San Bernardino County Superior Court on May 29, 2020, entitled *Hector Martinez v. Manpower US Inc.; et al.* (Case No. CIVDS2010376).

B. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed Twenty Thousand Dollars (**$20,000**). All Administration Costs shall be paid from the Gross Settlement Amount. Any amount not awarded by the Court or needed by the Settlement Administrator will become part of the Net Settlement Amount for distribution to Aggrieved Employees.

C. **Aggrieved Employees**: All current and former non-exempt employees who worked for Defendant in California and who were placed at a UPS facility during the period of July 15, 2018 through court approval of this settlement.

D. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled "Joint Stipulation and Settlement Agreement."

E. **Attorney Fee Award**: The amount, not to exceed one-third of the Gross Settlement Amount, currently Two Hundred Ninety-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (**$291,666.67**), finally approved by the Court and awarded to Plaintiffs' Counsel. The Attorney Fee Award shall be Gross Settlement Amount and will not be opposed by Defendan awards less than the amount requested, any amount not awarded w of the Net Settlement Amount for distribution to Aggrieved Emplo

F. **Cost Award**: The amount that the Court orders Defendant to Counsel for payment of actual litigation costs, which shall no Thousand Dollars **($40,000.00)**. The Cost Award will be paid f Settlement Amount and will not be opposed by Defendant. The subject to Court approval. If the Court awards less than the amount amount not awarded will become part of the Net Settlement Amount to Aggrieved Employees.

G. **Counsel for Defendant:** Allison Wallin and Jannine Kranz of Litt P.C.

H. **Defendant**: Manpower US, Inc., which was erroneously name ManpowerGroup, US Inc.

I. **Disbursement of the Settlement:** The dates on which t Administrator shall disburse the Gross and Net Settlement Amoun herein.

J. **Effective Date:** The later of: (i) the sixty-fifth (65) day after the Judgment on its Order Approving the PAGA Settlement, provided been initiated and no motion to vacate has been filed; or (ii) if su motion to vacate is timely initiated, five (5) business days after fin that appeal or motion (including any requests for rehearing or app petitions for certiorari), resulting in final judicial approval of the Se

K. **Funding of Settlement:** The Gross Settlement Amount will be wire to the settlement administrator within thirty (30) calendar days aft Date.

L. **Final Judgment**: The final order entered by the Court approving th

M. **Gross Settlement Amount or GSA**: The total value of the Settle reversionary Eight Hundred Seventy-Five Thousand Dollars an **($875,000.00)**. This is the maximum amount Defendant can be r under this Settlement Agreement. The Gross Settlement Amount in Net Settlement Amount to be paid to Aggrieved Employees; (2) th Award and Cost Award to Plaintiffs' Counsel for attorneys' fee approved by the Court; (3) Service Award(s) to Plaintiffs (4) the Costs, as approved by the Court; and (5) the LWDA Payment to approved by the Court. No portion of the Gross Settlement Amou Defendant for any reason.

N. **Individual Payment(s)**: The amount payable to each Aggrieved Employee under the terms of this Agreement.

O. **LWDA**: California Labor and Workforce Development Agency.

P. **LWDA Payment**: Seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the LWDA.

Q. **Net Settlement Amount or NSA**: the total amount of money available for payout to Aggrieved Employees, which is the GSA less the payment to the LWDA, Attorney Fee Award, Cost Award, Service Award(s) to Plaintiffs, and Administration Costs.

R. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).

S. **PAGA Notice or Notice**: The Notice of PAGA Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval, which will accompany each Individual Payment check.

T. **PAGA Period**: July 15, 2018 to approval of this settlement by the Superior Court.

U. **PAGA Representatives or Plaintiffs:** Marie Burroughs and Hector Martinez.

V. **Plaintiffs' Counsel**: Joshua Haffner and Trevor Weinberg of Haffner Law PC, and Joseph Lavi and William Tran of Lavi & Ebrahimian, LLP.

W. **Qualified Settlement Fund or QSF**: The Parties agree that the Gross Settlement Amount is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

X. **Released Claims**: Plaintiffs, individually and as the representatives acting as a proxy or agent of the LWDA, and all Aggrieved Employees shall release the Released Parties for all claims for penalties under the California Private Attorneys' General Act (Labor Code section 2698, *et seq.*) that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint filed in the Action and/or Plaintiffs' pre-filing letters to the LWDA on July 15, 2019, and February 20, 2020 (attached hereto as **Exhibits B and C**), or ascertained in the course of the Action. This includes, but is not limited to, any claim for PAGA penalties based on violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1198, 6720, and the Industrial Welfare Commission Wage Orders.

The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiffs, the Aggrieved Employees, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA from asserting any of the Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Super. Ct.* (2009) 46 Cal. 4th 969, 986, the ability of Plaintiffs, the State of California or any Aggrieved Employee to bring the Released PAGA Claims on behalf of the LWDA is completely and forever foreclosed. Any Party to this Agreement or intended third-party beneficiary may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time from July 15, 2018 through court approval of this settlement.

Y. **Released Parties**: Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors, assigns, and affiliates, joint venturers, as well as its past, present and future owners, officers, directors, employees, associates, partners, shareholders, members, agents, attorneys, insurers, and reinsurers, and any individual or entity that could be jointly liable with Defendant including but not limited to ManpowerGroup US, Inc. and UPS Supply Chain Solutions, Inc.

Z. **Service Award**: In consideration of Plaintiffs' services in this action, Plaintiffs Marie Burroughs and Hector Martinez will each receive a payment in the amount of up to $2,000, for a total of $4,000. The Service Award is subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Service Award not awarded by the Court will be added to the Net Settlement Amount.

AA. **Settlement Administration**: The Settlement Administrator will conduct a skip trace for the address of all former employee Aggrieved Employees and run the names of all Aggrieved Employees through the National Change of Address ("NCOA") database to determine any updated addresses. The Settlement Administrator will mail the Individual Payment checks and Notice by first class U.S. mail to all Aggrieved Employees. The Notice will inform Aggrieved Employees of the resolution of the Action and their entitlement to the enclosed settlement payment.

BB. **Settlement Administrator**: The third-party administrator agreed upon by Parties to administer this Settlement is Simpluris.

CC. **Superior Court**: San Bernardino County Superior Court.

II. RECITALS

A. **Burroughs' PAGA Notice**. Plaintiff Marie Burroughs sent her Notice of Labor Code Violations Pursuant to Labor Code § 2699.3 on July 15, 2019. (*See* Exhibit B). In the letter, Burroughs apprised the LWDA of her wage and hour claims against Defendant. Burroughs' notice alleged that numerous violations of the California Labor Code, including but not limited to, failing to pay all wages, failing to provide lawful meal periods, failing to provide accurate itemized wage statements, and failing to pay all wages owed at termination.

B. **Burroughs' Action**. On December 4, 2019, Burroughs filed her lawsuit against Defendant (erroneously named and sued as ManpowerGroup US, Inc.) in the San Bernardino Superior Court, Case No. CIVDS1936788, alleging a cause of action for PAGA penalties. Burroughs filed her operative First Amended Complaint on May 1, 2023, alleging a cause of action on behalf of herself and all other similarly situated employees under the PAGA for failure to provide meal and rest breaks, failure to pay all wages owed, including overtime, failure to provide timely and accurate wage statements, failure to pay all wages owed at the time of termination, and unfair competition.

C. **Martinez's PAGA Notice**. Plaintiff Hector Martinez sent his Notice of Labor Code Violations Pursuant to Labor Code § 2699.3 on February 20, 2020. (*See* Exhibit C). In the letter, Martinez apprised the LWDA of his wage and hour claims against Defendant. Martinez's notice alleged that Defendant violated the California Labor Code by failing to pay all wages owed, failing to pay compensation at the minimum wage rate, failing to pay overtime, failing to provide lawful meal and rest breaks, failing to provide accurate itemized wage statements, failing to maintain reasonable temperatures in the employee work areas, and failing to pay all wages owed at termination.

D. **Martinez's Action**. On May 29, 2020, Martinez filed his lawsuit against Defendant in the San Bernardino Superior Court, Case No. CIVDS2010376, alleging a cause of action for PAGA penalties on behalf of himself and all other similarly situated employees for failure to pay minimum wages for all hours worked, failure to pay overtime wages for overtime hours worked, failure to authorize or permit meal or rest periods, failure to maintain reasonable temperatures, failure to provide complete and accurate wage statements, and failure to timely pay wages owed at the time of termination.

E. **Second Amended Complaint**. Plaintiffs' lawsuits are both pending in Department S26 of the San Bernardino County Superior Court. As part of this Settlement, Plaintiff Burroughs agrees to file a Second Amended Complaint adding Martinez as a plaintiff, and consolidating the claims of all the Plaintiffs and reflecting the scope of the claims settled and released herein (the "Operative Complaint"). Burroughs' Second Amended Complaint will allege claims for PAGA penalties predicated on the same or similar facts and/or claims alleged in the Action and/or any PAGA Notices sent to the LWDA by Plaintiffs. The Parties agree that as part of the Parties' efforts to obtain court approval of this Settlement, that Plaintiff Martinez will dismiss his lawsuit without prejudice once Plaintiff Burroughs files the Second Amended Complaint adding Martinez as a named Plaintiff.

F. **Mediation**. The Parties attended mediation with respected wage and hour mediator Hon. Ronald M. Sabraw (Ret.) on September 10, 2024, and subsequently were able to reach a settlement for the full resolution of the Action pursuant to a mediator's proposal on September 20, 2024.

G. **Benefits of Settlement to Aggrieved Employees**. Plaintiffs recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiffs also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiffs have conducted extensive settlement negotiations. Based on the foregoing, Plaintiffs believe the settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Aggrieved Employees.

H. **Defendant's Reasons for Settlement.** Defendant recognizes that the defense of the Action will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

I. **Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, and make no concessions or admissions of liability of any sort. Defendant asserts a number of defenses to the claims, and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Defendant.

J. **Plaintiffs' Claims.** Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff or Aggrieved Employees, as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiffs or Aggrieved Employees will not oppose Defendant's efforts to use this Agreement to prove that Plaintiffs and

Aggrieved Employees have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement the Gross Settlement Amount that Defendant is obligated to pay under this Settlement Agreement is Eight Hundred Seventy-Five Thousand Dollars and Zero Cents (**$875,000.00**).

B. **Escalator Provision**: If the number of pay periods in the PAGA Period exceeds 28,924 by more than 10% (i.e., exceeds 31,816), Defendant will have the option to either: (1) increase the gross settlement amount on a pro-rata basis for the excess pay periods over 10% (i.e., if the number of pay periods exceeds 28,924 by 11%, the gross settlement amount shall increase by 1%); or (2) end the PAGA Release Period on a date so as not to exceed 31,816 pay periods to avoid increasing the gross settlement sum of $875,000.00.

C. **Individual Payments to Aggrieved Employees.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Payment from the NSA to each Aggrieved Employee.

1. **Individual Payment Calculation.** Each Aggrieved Employee will receive a proportionate share of the NSA that is equal to (i) the number of pay periods he or she worked for Manpower and was placed at a UPS facility in California during the PAGA Period based on the Database provided by Defendant, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same Database, which is then multiplied by the NSA. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual Payment ties directly to the amount of pay periods that he or she worked.

2. **Tax Withholdings.** Each Aggrieved Employee's gross settlement award will be apportioned as 100% penalties and be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms which the Settlement Administrator shall be responsible for issuing.

D. **Recipients of GSA Disbursement.** Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the GSA as directed later on herein to the following:

1. **To Plaintiffs' Counsel.** Plaintiffs' Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to exceed one-third (currently **$291,666.67**) of the GSA and a Cost Award not to

exceed Forty Thousand Dollars and Zero Cents **$40,000.00**. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the GSA. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Plaintiffs' Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiffs' Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Aggrieved Employees. If the Escalator Provision in Paragraph III.B above is triggered, Plaintiffs' Counsel may request one-third of the increased GSA as an Attorney Fee Award.

2. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed **$20,000**. This will be paid out of the GSA. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Aggrieved Employees.

3. **To the LWDA.** The Settlement Administrator will pay the LWDA Payment seventy-five percent (75%) of the Net Settlement Amount to the LWDA, currently estimated to be **$389,500.00**.

4. **To Aggrieved Employees.** The Settlement Administrator will pay Aggrieved Employees according to the Individual Payment calculations set forth above.

5. **To the Plaintiffs**. The Settlement Administrator will pay Plaintiffs the Court-approved Service Award, which is not to exceed $2,000 to each Plaintiff for a total of no more than $4,000. The Settlement Administrator shall issue an IRS Form 1099 to each Plaintiff for this Service Award.

E. **Appointment of Settlement Administrator.** Solely for the purposes of this Settlement, the Parties stipulate and agree to the appointment of the Settlement Administrator. The Settlement Administrator shall be responsible for performing skip traces and NCOA searches on Aggrieved Employee addresses; preparing and mailing Notices and Individual Payment checks to Aggrieved Employees; calculating each Aggrieved Employee's Individual Payment; providing a declaration for submission to the Court prior to the Settlement Approval hearing; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Plaintiffs' Counsel; distributing the Service

Award to Plaintiffs; calculating and paying amounts owed, if any, to the appropriate tax authorities; printing and providing Aggrieved Employees with 1099 forms as required under this Agreement and applicable law; providing a due diligence/post-disbursement declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the GSA as a result of uncashed checks to the State of California unclaimed property fund in the name of the Aggrieved Employee, in the amounts directed per this Settlement, including the administration of related tax reimbursements, if any; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

F. Procedure for Approving Settlement.

1. Motion for Settlement Approval.

a. Plaintiffs will move for an order granting approval of the Settlement.

b. At the same time that Plaintiffs file the Motion for Settlement Approval, Plaintiffs shall send a copy of the Agreement to the LWDA pursuant to the 2016 amendments to PAGA.

c. At the Settlement Approval hearing, the Plaintiffs will appear, support the granting of the motion, and submit a proposed order granting approval of the Settlement.

d. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, Service Award, and Administration Costs shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Service Award, and Administration Costs shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiffs' ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, Service Award, and Administration Costs.

e. **Proposed Order and Judgment.** Upon Approval of the Settlement, the Parties shall present to the Court a proposed Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.

2. **Notice and Disbursement to Aggrieved Employees.** After the Court enters its Approval Order, every Aggrieved Employee will be provided with a Notice accompanying his or her Individual Payment check in accordance with the following procedure:

a. **Database.** Within fifteen (15) business days after the Effective Date, Defendant shall deliver to the Settlement Administrator an electronic database, which will list for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) social security number; and (4) the total number of pay periods during which the Aggrieved Employee performed work during the PAGA Period as an Aggrieved Employee ("Database"). If any or all of this information is unavailable to Defendant, Defendant shall provide all contact information they have for said Aggrieved Employee to the Settlement Administrator. The Database shall be based on Defendant's payroll, personnel, and other business records. The Settlement Administrator will conduct a skip trace for the address of all Aggrieved Employees who are former employees of Defendant and an NCOA search on all addresses. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential.

b. **Funding the Settlement:** Defendant will wire the Gross Settlement Amount to the settlement administrator within thirty (30) calendar days after the Effective Date. As a condition precedent to when the 30-day period shall start to run, the Settlement Administrator must provide Defendant with valid instructions in writing for the wire transfer.

c. **Settlement Administrator's Disbursement Duties.** Subject to the Court approving the Settlement, the Settlement Administrator shall distribute all funds pursuant to the terms of this Agreement and the Court's Approval Order and Judgment. The Settlement Administrator shall keep Defendant's Counsel and Plaintiffs' Counsel apprised of all distributions from the GSA. The

Settlement Administrator shall respond to questions from Defendant's Counsel and Plaintiffs' Counsel.

d. **Disbursement**: The Settlement Administrator will disburse the GSA within fifteen (15) business days after funding, as instructed herein. The Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiffs' Counsel, as approved by the Court; (3) the Administration Costs, as approved by the Court; (4) Service Award to the Plaintiffs; and (5) the LWDA Payment.

e. **Returned Notices and Checks.** If a Notice and Individual Settlement Check are returned because of an incorrect address, within five (5) business days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Aggrieved Employee and re-mail the Notice and Individual Payment check to the Aggrieved Employee. The Settlement Administrator will use the NCOA and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Aggrieved Employee for whom a Notice and Individual Payment check is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; calling Aggrieved Employees to determine an accurate mailing address if none can be found; and promptly re-mailing the Notice and Individual Settlement Check to Aggrieved Employees for whom new addresses are found. If the PAGA Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.

3. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

4. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and

that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the GSA, an alteration in the calculation of the NSA, and any change to the calculation of the Individual Payments.

5. **Final Report by Settlement Administrator.** Within ten (10) business days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

6. **Uncashed Checks.** Aggrieved Employees must cash or deposit their Individual Payment checks within one hundred and eighty (180) calendar days after the checks are mailed to them.

   a. **Reminder Postcard.** If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.

   b. **Uncashed Checks.** If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Payment checks returned as undeliverable and funds associated with those Individual Payment checks remaining un-cashed, shall be transmitted by the Settlement Administrator to the State of California unclaimed property fund in the name of the Aggrieved Employee.

7. **Defendant's Legal Fees.** Defendant is responsible for paying for all of Defendant's own legal fees, costs, and expenses incurred in this Action outside of the GSA.

G. **Release of Claims.** Upon the Effective Date, as defined above as definition J, Plaintiffs, individually and as the representative acting as a proxy or agent of the LWDA, and all Aggrieved Employees shall release the Released Claims, as defined above as definition X, against the Released Parties.

H. **Miscellaneous Terms**

1. **No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest liability if the Settlement is not approved. Defendant denies it engaged in any unlawful activity, failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiffs' and Defendant's willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).

2. **No Effect on Employee Benefits.** The Individual Payments paid to Plaintiffs and Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiffs or the Aggrieved Employees. The Parties agree that any Individual Payment paid to Plaintiffs or the Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiffs' or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

3. **Authorization to Enter Into Settlement Agreement.** Plaintiffs' Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

4. **Publicity and Confidentiality**

    a. **Communication by Counsel:** Plaintiffs' Counsel agrees that they will not initiate communications with the Aggrieved Employees during the settlement approval process. Nothing will prevent Plaintiffs' Counsel from responding to inquiries from Aggrieved Employees. For its part, Defendant agrees that it shall refer any questions from Aggrieved Employees to the Settlement Administrator.

b. **No Media:** No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case shall be made by Plaintiffs or Plaintiffs' Counsel at any time.

c. **Confidentiality:** Prior to filing of the joint stipulation and/or motion(s) for approval, no Party shall discuss or publish the terms of the settlement or the negotiations leading to settlement with any person other than the named Plaintiffs.

d. **Disclosure by Plaintiffs' Counsel Only for Adequacy Declarations:** Plaintiffs' Counsel may disclose publicly available information about the case only to the extent they do so in declarations establishing their adequacy as counsel in other cases, as required by the Court and to notify the LWDA of the resolution of the Action.

5. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

6. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Settlement Approval hearing to be conducted by the Court. The Parties further agree that upon the signing of this Settlement 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.

7. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

8. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

9. **No Prior Assignment.** Plaintiffs hereby represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

10. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

11. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

12. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Aggrieved Employee, such Aggrieved Employee assumes all responsibility for the payment of such taxes.

13. **Agreement Limitations.** Nothing in this Agreement prohibits Plaintiffs or any Aggrieved Employee from voluntarily reporting possible violations of law or regulation to any government agency, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board or any other state or federal regulatory authority, or making other disclosures that are protected under the whistleblower provisions of federal, state or local laws or regulations. Likewise, nothing in this Agreement requires Plaintiffs or any Aggrieved Employee to provide notice to or receive approval from Defendant before making any of the reports or disclosures described in this paragraph; but Plaintiffs understand that Defendant encourages them to do so. Finally, nothing in this Agreement prohibits Plaintiffs or any Aggrieved Employee from cooperating in an investigation conducted by any government agency, prohibits a disclosure allowed under the Defend Trade Secrets Act or limits rights to receive an award for information provided to any government agency.

14. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

15. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties agree and request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

16. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

17. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

18. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES

The Parties execute this Agreement.

Plaintiff:

Dated: 02/17/25

Marie Burroughs (Feb 17, 2025 09:46 PST)

Marie Burroughs

Plaintiff:

Dated: ____________

____
Hector Martinez

Manpower US, Inc.

Dated: ____________

____
By:
Its:
Manpower US, Inc.

APPROVED AS TO FORM ONLY:

HAFFNER LAW PC

Dated: 2/17/25

____
Joshua Haffner, Esq.
Trevor Weinberg, Esq.
Attorneys for Plaintiff Marie Burroughs

LAVI & EBRAHIMIAN, LLP

Dated: ____________

____
Joseph Lavi, Esq.
Vincent Granberry, Esq.
Attorneys for Plaintiff Hector Martinez

LITTLER MENDELSON, P.C.

Dated: 3/24/25

Allison S. Wallin
____
Allison Wallin, Esq.
Attorneys for Defendant Manpower US, Inc.

Plaintiff:

Dated: 02/17/2025

Hector Martinez

Hector Martinez

Manpower US, Inc.

Dated: ______________

____

By:
Its:
Manpower US, Inc.

APPROVED AS TO FORM ONLY:

HAFFNER LAW PC

Dated: _______________

____

Joshua Haffner, Esq.
Trevor Weinberg, Esq.
Attorneys for Plaintiff Marie Burroughs

LAVI & EBRAHIMIAN, LLP

Dated: 02/17/2025

Joseph Lavi

Joseph Lavi, Esq.
Vincent Granberry, Esq.
Attorneys for Plaintiff Hector Martinez

LITTLER MENDELSON, P.C.

Dated: ______________

____

Allison Wallin, Esq.
Attorneys for Defendant Manpower US, Inc.

Hector Martinez

Manpower US, Inc.

Dated: 4/1/25

By: ROXANA E COOK
Its: Associate General Counsel
Manpower US, Inc.

APPROVED AS TO FORM ONLY:

HAFFNER LAW PC

Dated: 2/17/25

Joshua Haffner, Esq.
Trevor Weinberg, Esq.
Attorneys for Plaintiff Marie Burroughs

LAVI & EBRAHIMIAN, LLP

Dated: __________

Joseph Lavi, Esq.
Vincent Granberry, Esq.
Attorneys for Plaintiff Hector Martinez

LITTLER MENDELSON, P.C.

Dated: 3/24/25

Allison S. Wallin

Allison Wallin, Esq.
Attorneys for Defendant Manpower US, Inc.