ELECTRONICALLY RECEIVED - 10/5/2026 2:15 PM - By: Veronica Gonzalez, DEPUTY

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION
OCT 13 2026
BY VERONICA GONZALEZ, DEPUTY

**SUPERIOR COURT OF CALIFORNIA**
**COUNTY OF SAN BERNARDINO**

TROY CROSSLEY and EARNELL WORTHY, on Behalf of the State of California and Aggrieved Employees, and Others Similarly Situated

Plaintiffs,

v.

MANPOWER U.S., INC., KUEHNE + NEGEL, INC., and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVSB2325323

**[SECOND AMENDED, ~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

Date: September 17, 2026
Time: 8:30 a.m.
Dept.: S22

*Assigned for all Purposes to Judge David E. Driscoll, Dept. S22*

The Motion for Final Approval of Class Action and PAGA Settlement ("Motion"), filed by Plaintiffs Troy Crossley and Earnell Worthy (together, "Plaintiffs"), came before this Court on August 11, 2026, at 8:30 A.M., and September 17, 2026, at 8:30 A.M., for a hearing and Final Approval Order and Judgment.

Consistent with this Court's orders granting class certification and granting preliminary approval of the Agreement and Release ("Original Agreement"), and Amendment No. 1 to Class Action Settlement Agreement and Release ("Amendment," and together with the Original Agreement, the "Settlement"), attached as Exhibit A and Exhibit B, respectively to the Declaration of Esther L. Bylsma ("Bylsma Decl."), in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement, filed February 6, 2026, due and adequate notice having been given to all Class Members, and having considered all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. All terms used herein shall have the same meaning as defined in the Settlement.

2. This Court has continuing jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Participating Class Members, until the Settlement is fully administered. Cal. R. Ct., Rule 3.769(h).

3. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of Cal. Code Civ. Proc. Section 877.6. The Court further finds that the Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards and applicable requirements for final approval of the Settlement under California law, including the provisions of Cal. Code Civ. Proc. Section 382.

4. The Court finds that the Settlement has been reached as a result of intensive, serious

and non-collusive arm's length negotiations. The Court further finds that the Parties have conducted adequate and extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the subject Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Participating Class Members.

5. The Court confirms its April 13, 2026 Order certifying a Class of all non-exempt employees of Defendant Manpower who worked at K+N locations in California from February 9, 2020 through the date of Preliminary Approval, April 13, 2026. All Class Members who have not opted-out are bound by the terms of the Settlement.

6. The Court finds that distribution of the Notice of Settlement directed to the Class Members as set forth in the Settlement has been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Notice of Settlement provided due and adequate notice of the proceedings and of the matters set forth therein, including the Settlement, to all persons entitled to the Notice, and the Notice and its distribution fully satisfied all requirements of due process.

7. The Court finds that zero (0) Class Members objected to the Settlement and zero (0) Class Members have requested exclusion from the Settlement.

8. The Court hereby approves the Settlement and directs the Parties to effectuate the Settlement according to its terms.

9. Upon final approval of the Settlement and payment of the amounts set forth therein, each and every Released Claim of each and every respective Participating Class Member is and shall be deemed to be conclusively released as against the Released Parties.

10. The Court finds and orders that the Settlement is and constitutes a fair, reasonable and adequate compromise of the Released Claims against Defendant and the Released Parties.

11. The Parties entered into the Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.

12. The Court hereby finds the individual settlement payments provided for under the Settlement and the Notice of Settlement to be fair and reasonable in light of all the circumstances. The Court, therefore, orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement and the Notice of Settlement.

13. The Court hereby approves and orders payment of the Total Settlement Amount of $685,000.00 ("Total Settlement Amount"). The Court hereby approves and orders payment in the amount of $20,000.00 from the Total Settlement Amount for the PAGA Payment. Of the PAGA Payment of $20,000.00, $15,000.00 is payable to the California Labor Workforce Development Agency and $5,000.00 is payable to the Aggrieved Employees on a pro rata distribution.

14. The Court hereby confirms Plaintiffs Troy Crossley and Earnell Worthy as Class Representatives, and Schneider Wallace Cottrell Kim LLP (formerly known as Schneider Wallace Cottrell Konecky LLP) and James Hawkins APLC as Class Counsel in the Action.

15. The Court finds and orders that Plaintiffs Crossley and Worthy are entitled to reasonable Service Awards to be paid from the Total Settlement Amount for their service as Class Representatives. The requested service awards to Plaintiffs Crossley and Worthy are approved in the amount of $10,000.00 each, totaling $20,000.00.

16. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel the following: (a) Attorneys' fees in the amount of $228,333.33, representing thirty-three-and-one-third-percent (33 1/3%) of Total Settlement Amount; and, (b) legal costs in the amount of $35,000.00, as final payment for and

complete satisfaction of any and all costs incurred by and/or owed to Class Counsel. The Court further orders that the award of attorneys' fees and costs set forth in this paragraph shall be administered pursuant to the terms of this order, the Settlement, and transferred and/or made payable to Class Counsel in the Action, pursuant to the implementation schedule hereinbelow.

17. The Court hereby confirms that funds from undeposited checks will be tendered to the State of California, to be held by the Controller in accordance with California's Unclaimed Property Law for the benefit of Participating Class Members and Aggrieved Employees who did not cash their checks until such time that they claim their property, pursuant to Section III.13 of the Settlement.

18. The Court hereby approves and orders payment from the Total Settlement Amount for actual claims administration expenses incurred by the Settlement Administrator, Phoenix Class Action Administrative Solutions ("Phoenix"), in the amount of $9,000.00.

19. The Court hereby orders that the deadline for making the Court-approved individual settlement awards, payment to the LWDA, attorneys' fees and costs payment, and the service award is as set forth in the implementation schedule set forth below.

20. The Court approves the following implementation schedule:

| **Event** | **Deadline** |
|---|---|
| Effective Date | Date on which an order approving the settlement and its entry of judgment become final.<br><br>The latest of:<br>(a) the day after the last date by which a notice of appeal, writ or other appellate proceeding to the applicable Court of Appeal of the order and judgment approving this Settlement may be timely filed and none is filed (i.e., 61 days from the date of entry of the Judgment);<br>(b) if an appeal, writ, or other appellate proceeding is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of |

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| | the order and Judgment, the day after the last date for filing a request for further review of the order and Judgment approving this Settlement passes, and no further review is requested; or<br>(c) if an appeal, writ, or other appellate proceeding is filed and the Judgment is affirmed and further review of the Judgment is requested, the day after the review is finally resolved and the Judgment approving the Settlement is affirmed. |
| Deadline for Defendant to deposit Gross Settlement Amount into the Phoenix's designated account | Within 5 days after the Effective Date of the Settlement |
| Deadline for Phoenix to make payments to Class Counsel, the LWDA, and Participating Individuals | Within 5 days following Defendants' deposit of the Gross Settlement Amount into the Settlement Administrator's designated fund |
| Deadline for Phoenix to make Service Award payments to Named Plaintiffs | Within 10 days after Defendants deposit the Gross Settlement Amount into the Settlement Administrator's designated account |
| Deadline for Settlement Administrator to provide the parties' counsel with a report detailing all calculated Settlement Awards paid to Participating Individuals | Within 14 calendar days after the Effective Date |
| Deadline for Phoenix to send reminder letters via mail to employees who have yet to cash their settlement checks | 90 days before check-cashing deadline |
| Check-cashing deadline | 180 days after issuance |
| Phoenix will prepare, and submit to Class Counsel and Defense Counsel, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated | 10 days after the conclusion of the check-cashing period |

21. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

22. The Court hereby enters judgment in the entire Action as of the filing date of this

Order of Final Approval and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Judgment and Order of Final Approval in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to Cal. Code Civ. Proc. § 664.6.

**IT IS SO ORDERED. JUDGMENT IS ENTERED ACCORDINGLY.**

Dated: 10/13/26

HON. DAVID E. DRISCOLL
JUDGE OF THE COUNTY OF SAN BERNARDINO