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8 **SUPERIOR COURT OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF LOS ANGELES**

10 CHARLES KEOPIMPHA, on behalf of the
11 State of California, and others similarly
12 situated and aggrieved,

13 Plaintiff,

14 v.

15 MANPOWER US INC., a Delaware
16 Corporation; MANPOWERGROUP US
INC., a Wisconsin Corporation;
17 HONEYWELL INTERNATIONAL, INC.,
a Delaware Corporation; and DOES 1-100,
18 inclusive,

19 Defendants.

Case No.: 23STCV18670

Assigned for All Purposes to:
Hon. Michael Schultz
Dept. 40

~~PROPOSED~~ ORDER GRANTING MOTION
FOR APPROVAL OF SETTLEMENT UNDER
PRIVATE ATTORNEYS GENERAL ACT

Date: August 21 2025
Time: 8:45 a.m.
Dept.: 40

Reservation ID: 161588356291

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~~PROPOSED~~ ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT

FILED
Superior Court of California
County of Los Angeles
08/21/2025

David W. Slayton, Executive Officer / Clerk of Court
By: C. Warren Deputy

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Charles Keopimpha’s Motion for Approval of Settlement under PAGA
3 came before the Court on a regularly noticed motion.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiff’s complaint and her letter to the Labor Workforce & Development Agency (“LWDA”) dated December 15, 2023 (the “LWDA Notice”), on behalf of all non-exempt, hourly paid
8 person employed by Defendants Manpower US Inc. and Manpowergroup US Inc. (together
9 “Manpower”), who was placed to work and performed work for Defendant Honeywell
10 International, Inc. in California during the PAGA Period of March 15, 2022 to November 30,
11 2024.

12
13 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review
14 and approve any settlement of any civil action filed pursuant to this part.” Labor Code section
15 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
16 Settlement Agreement, including the proposed PAGA penalties under Labor Code section
17 2699(1)(2) and having considered the papers filed in support of the proposed settlement and the
18 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 19 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 20 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
21 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
22 terms, as fair, reasonable, and adequate;
- 23 3. The Court finds further that all Aggrieved Employees are deemed to release, on
24 behalf of themselves and their respective former and present representatives, agents, attorneys,
25 heirs, administrators, successors, and assigns, the Released Parties (as defined in the Settlement
26 Agreement”) from all claims for PAGA penalties that were alleged, or reasonably could have
27 been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA
28 Notice and ascertained during the course of the Action, including claims for civil penalties for

1 (1) Unpaid Minimum and Overtime Wages, (2) Meal Period Violations, (3) Rest Period
2 Violations, (4) Inaccurate Wage Statements, (5) Unlawful Deductions, (6) Failure to Produce
3 Employment Records, (7) Inaccurate Records, (8) Unreimbursed Business Expenses, (8) Sick
4 Leave Violations, (9) Failure To Provide Supplemental Paid Sick Leave, (10) Seating
5 Violations, (11) Failure to Pay Vested Vacation/Paid Time Off, (12) Failure to Timely Pay All
6 Wages Upon Separation of Employment, (13) Unlawful Agreements-Unlawful Criminal
7 History Inquiries, and (14) Failure to Provide a Safe and Healthful Workplace, and Labor Code
8 sections 201-203, 210, 216, 218.5, 221-223, 225.5, 226, 226.6, 226.7, 227.3, 233, 234, 245-
9 248.6, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1,
10 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2802, 2810.5, 6400-6404, 6406-6407, 6409.6, 6432
11 and all applicable Wage Orders.

12 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
13 State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought
14 by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released
15 PAGA Claims and Released Parties.

16 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
17 Defendant is directed to make all payments required by the Settlement Agreement;

18 6. Under the Settlement Agreement, Manpower agrees to pay Eighty Thousand Dollars and
19 No Cents (\$80,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive of
20 payments to the LWDA and Aggrieved Employees, Plaintiff's Service Award, Attorney's Fees and Costs,
21 and Administration costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's
22 Counsel requests an award of attorney's fees of \$26,666.66 and reimbursement of actual litigation
23 expenses of \$8,073.62, and Plaintiff requests a service award of \$10,000.00 Defendant does not oppose
24 these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and
25 approves each of these payments, and directs the Settlement Administrator to make the following
26 payments from the Gross Settlement Amount:

27 a. \$26,666.66 in attorney's fees to Crosner Legal, PC;

28 b. \$8,073.62 in litigation costs to Crosner Legal, PC;

c. \$10,000.00 for a service award to Plaintiff Charles Keopimpha; and
d. \$2,500.00 in administration costs to Phoenix Settlement Administrators, which is approved by the Court as the Settlement Administrator.

8. After deducting the foregoing payments, the estimated remainder of approximately \$32,759.72 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the NSA will then be distributed 75 percent (approximately \$24,569.79,) to the LWDA, and the remaining 25 percent (approximately \$8,189.93) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement. Any unclaimed funds will be distributed to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

9. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED AND ADJUDGED.

Dated: 08/21/2025



A handwritten signature in black ink, appearing to read "Michael Shultz".

Judge of the Superior Court

Michael Shultz