

Allison S. Wallin, Bar No. 313185
awallin@littler.com
Alexandria W. Rafizadeh, Bar No. 273494
awitte-rafizadeh@littler.com
LITTLER MENDELSON P.C.
2049 Century Park East
5th Floor
Los Angeles, California 90067.3107
Telephone: 310.553.0308
Fax No.: 800.715.1330

Attorneys for Defendants
MANPOWER US INC. and MANPOWERGROUP US
INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

Plaintiff,

v.

MANPOWER US INC., a Delaware
Corporation; MANPOWERGROUP US Inc., a
Wisconsin Corporation; HONEYWELL
INTERNATIONAL, INC., a Delaware
Corporation, and DOES 1-100, inclusive,

Defendants.

Case No. 23STCV18670

**PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AGREEMENT
AND RELEASE**

ASSIGNED FOR ALL PURPOSES TO
JUDGE MICHAEL SHULTZ, DEPT. 40

Trial Date: N/A
Complaint Filed: August 7, 2023

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff CHARLES KEOPIMPHA (“Plaintiff”) and defendants MANPOWER US INC. and MANPOWERGROUP US INC. (“Manpower”) and HONEYWELL INTERNATIONAL, INC. (“Honeywell”) (with Manpower, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *CHARLES KEOPIMPHA, on behalf of the State of California, and others similarly situated and aggrieved, v. MANPOWER US INC., a Delaware Corporation; MANPOWERGROUP US Inc., a Wisconsin Corporation; HONEYWELL INTERNATIONAL, INC., a Delaware Corporation, and DOES 1-100, inclusive*, Case No. 23STCV18670, initiated on August 7, 2023 and pending in Superior Court of the State of California, County of Los Angeles.

1.2 “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4 “Aggrieved Employee” means a non-exempt, hourly paid person employed by Manpower who was placed to work and performed work for Honeywell in California during the PAGA Period.

1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available

2.

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

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sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7 “Allencaster Action” means and refers to putative class action lawsuit filed on August 18, 2022, in the California Superior Court for the County of Los Angeles, styled *Fernando Allencaster v. Honeywell International, Inc.*, Case No. 22STCV26888.

1.8 “Court” means the Superior Court of California, County of Los Angeles.

1.9 “Defense Counsel” means Allison S. Wallin and Alexandria Rafizadeh of Littler Mendelson, P.C., on behalf of Manpower, and Natalie Alameddine, Travis Jang-Busby, and Nicole Wentworth of Blank Rome LLP, on behalf of Honeywell.

1.10 “Effective Date” means the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing Approval and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the date the court grants final approval and enters judgment, and a notice of entry of judgment has been filed; or, if any appeal, writ, or other appellate proceeding opposing Approval has been filed within that timeframe; five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

1.11 “Gross Settlement Amount” means \$80,000 which is the total amount Manpower agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

1.12 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.16 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service Award Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17 “PAGA Counsel” means Zachary M. Crosner, Jamie Serb, and Brandon Brouillette of Crosner Legal, PC, the attorneys representing the Plaintiff in the Action.

1.18 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.19 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.20 “PAGA Period” means the period from March 15, 2022 to November 30, 2024.

1.21 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.22 “PAGA Notice” means Plaintiff’s March 15, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.23 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,708.33) and the 75% to LWDA (\$20125.00) in settlement of PAGA claims.

1.24 “Plaintiff” means Charles Keopimpha, the named plaintiff in the Action.

1.25 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.26 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

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1.27 “Released Parties” means: Defendants and each of their subsidiaries, affiliates, former and present directors, officers, shareholders, owners, members], attorneys, insurers, predecessors, successors, assigns, agents, reinsurers, and any individual or entity which could be jointly liable with Defendants.

1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.29 “Manpower” means collectively named Defendants Manpower US Inc. and ManpowerGroup US Inc.

1.30 “Honeywell” means named Defendant Honeywell International, Inc.

1.31 “Defendants” means collectively Manpower and Honeywell.

2. RECITALS.

2.1 On August 7, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for civil penalties on behalf of the LWDA and all other allegedly “aggrieved employees” under the PAGA for (1) Unpaid Minimum and Overtime Wages, (2) Meal Period Violations, (3) Rest Period Violations, (4) Inaccurate Wage Statements, (5) Unlawful Deductions, (6) Failure to Produce Employment Records, (7) Inaccurate Records, (8) Unreimbursed Business Expenses, (8) Sick Leave Violations, (9) Failure To Provide Supplemental Paid Sick Leave, (10) Seating Violations, (11) Failure to Pay Vested Vacation/Paid Time Off, (12) Failure to Timely Pay All Wages Upon Separation of Employment, (13) Unlawful Agreements-Unlawful Criminal History Inquiries, and (14) Failure to Provide a Safe and Healthful Workplace. The Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), on March 15, 2023, Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On September 11, 2024, the Parties participated in an all-day mediation presided over by Brandon McKelvey, Esq., the scope of which involved both this Action and the *Allencaster* Action, which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff's personnel file and wage statements, employee handbooks, the total number of allegedly Aggrieved Employees at issue, and a sampling of the time and payroll records for the Aggrieved Employees.

2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. PAGA Counsel and Defense Counsel understand that the *Allencaster* Action, and the class action settlement in the *Allencaster* Action, allege no claims against Manpower and do not include a release of PAGA claims against Manpower on behalf of the Aggrieved Employees.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Manpower promises to pay \$80,000.00 and no more as the Gross Settlement Amount. Manpower has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Manpower.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval:

3.2.1. To Plaintiff: A PAGA Representative Service Award Payment of not more than \$10,000.00. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for approval of the settlement, Plaintiff will seek Court approval of the PAGA Representative Service Award. If the Court approves a PAGA Representative Service Award less than the amount requested, the Administrator

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1 will retain the remainder in the Net Settlement Amount. The Administrator will
2 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
3 assume full responsibility and liability for employee taxes owed on the PAGA
4 Representative Service Award payment.

5 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than
6 33.3% which is currently estimated to be \$26,666.67 and PAGA Counsel
7 Litigation Expenses Payment of not more than \$14,000.00. Defendants will not
8 oppose requests for Court approval of these payments provided that they do not
9 exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or
10 motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses
11 Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA
12 Counsel Litigation Expenses Payment less than the amounts requested, the
13 Administrator will allocate the remainder to the Net Settlement Amount. Released
14 Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel
15 arising from any claim to any portion any PAGA Counsel Fee Payment and/or
16 PAGA Counsel Litigation Expenses Payment. The Administrator will pay the
17 PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or
18 more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for
19 taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel
20 Litigation Expenses Payment and holds Defendants harmless, and indemnifies
21 Defendants, from any dispute or controversy regarding any division or sharing of
22 any of these Payments.

23 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
24 \$2,500.00 except for a showing of good cause and as approved by the Court. To
25 the extent the Administration Expenses are less or the Court approves payment
26 less than \$2,500.00, the Administrator will retain the remainder in the Net
27 Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$26,833.33 to be paid from the Gross Settlement Amount, with 75% (\$20,125.00) allocated to the LWDA PAGA Payment and 25% (\$6,708.33) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,708.33) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records through July 28, 2024, Defendants estimate there are approximately 56 Aggrieved Employees who worked an approximate total of 2,660 PAGA Pay Periods through July 28, 2024.

4.2 Aggrieved Employee Data. Within 15 days, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to

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1 provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without
 2 any extension of the deadline by which Defendants must send the Aggrieved Employee Data to
 3 the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith,
 4 to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee
 5 Data.

6 4.3 Funding of Gross Settlement Amount. Manpower shall fully fund the Gross
 7 Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the
 8 Effective Date.

9 4.4 Payments from the Gross Settlement Amount. Within 14 days after Manpower
 10 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
 11 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
 12 Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment
 13 shall not precede disbursement of Individual PAGA Payments.

14 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and
 15 send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid.
 16 The face of each check shall prominently state the date (not less than 180 days
 17 after the date of mailing) when the check will be voided. The Administrator will
 18 cancel all checks not cashed by the void date. Before mailing any checks, the
 19 Settlement Administrator must update the recipients' mailing addresses using the
 20 National Change of Address Database.

21 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search
 22 for all Aggrieved Employees whose checks are returned undelivered without USPS
 23 forwarding address. Within 7 days of receiving a returned check the Administrator
 24 must re-mail checks to the USPS forwarding address provided or to an address
 25 ascertained through the Aggrieved Employee Address Search. The Administrator
 26 need not take further steps to deliver checks to Aggrieved Employees whose re-
 27 mailed checks are returned as undelivered. The Administrator shall promptly send

a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Manpower to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Manpower fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). In addition, as to the claims of Plaintiff, the Released Claims further include, without limitation, any and all claims whatsoever regarding Plaintiff's respective employment and/or the termination of employment including, but not limited to, any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendant's right to terminate the employment

relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

Plaintiff shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Plaintiff, for himself, has read Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained during the course of the Action, including claims for civil penalties for (1) Unpaid Minimum and Overtime Wages, (2) Meal Period Violations, (3) Rest Period Violations, (4) Inaccurate Wage Statements, (5) Unlawful Deductions, (6) Failure to Produce Employment Records, (7) Inaccurate Records, (8) Unreimbursed Business Expenses, (8) Sick Leave Violations, (9) Failure To Provide Supplemental Paid Sick Leave, (10) Seating Violations, (11) Failure to Pay Vested Vacation/Paid Time Off, (12) Failure to Timely Pay All Wages Upon Separation of Employment, (13) Unlawful Agreements-Unlawful Criminal History Inquiries, and (14) Failure to Provide a Safe and Healthful Workplace, and Labor Code sections 201-203, 210, 216, 218.5, 221-223, 225.5, 226, 226.6, 226.7, 227.3, 233, 234, 245-248.6, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2802, 2810.5, 6400-6404, 6406-6407, 6409.6, 6432 and all applicable Wage Orders.

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5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will timely prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the

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1 motion. PAGA Counsel is responsible for delivering the Court’s Preliminary Approval to the
2 Administrator.

3 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed
4 application or motion for approval of this Settlement and/or the supporting declarations and
5 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
6 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If
7 the Court does not grant the motion for approval of this Settlement or conditions its approval on
8 any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously
9 work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to
10 modify the Agreement and otherwise satisfy the Court’s concerns.

11 **7. SETTLEMENT ADMINISTRATION.**

12 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement
13 Administrators (“Phoenix”) to serve as the Administrator and verified that, as a condition of
14 appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all
15 duties specified in this Agreement in exchange for payment of Administration Expenses. The
16 Parties and their Counsel represent that they have no interest or relationship, financial or
17 otherwise, with the Administrator other than a professional relationship arising out of prior
18 experiences administering settlements.

19 7.2 Employer Identification Number. The Administrator shall have and use its own
20 Employer Identification Number for purposes of calculating payroll tax withholdings and
21 providing reports state and federal tax authorities.

22 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
23 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
24 section 468B-1.

25 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks
26 to be performed or observed by the Administrator contained in this Agreement or otherwise.

27 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**

28 Based on its records, Defendants estimate that, as of July 28, 2024, (1) there were approximately
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56 Aggrieved Employees who worked approximately 2,660 Pay Periods through July 28, 2024. If the PAGA Pay Periods through November 30, 2024 exceed 2,660 by more than 12% (2980 PAGA Pay Periods), then at the option of Manpower, Manpower shall either increase the Gross Settlement Amount as explained below or elect to move the end dates for the PAGA Period to the latest date where the PAGA Pay Period count does not exceed 2,980. If Manpower elects to extend the PAGA Period to a date wherein the total pay periods is more than 2980 PAGA Pay Periods, then the Gross Settlement Amount will be increased by the additional Pay Periods above 2980 PAGA Pay Periods on a *pro rata basis*.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is

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for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this

Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 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.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Zachary M. Crosner, Esq.
zach@crosnerlegal.com
Jamie Serb, Esq.
jamie@crosnerlegal.com
Brandon Brouillette, Esq.
bbrouillette@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

To Manpower:

Allison S. Wallin, Esq.
awallin@littler.com
Alexandria W. Rafizadeh, Esq.
awitte-rafizadeh@littler.com
LITTLER MENDELSON P.C.
2049 Century Park East
5th Floor
Los Angeles, California 90067.3107
Telephone: 310.553.0308
Fax No.: 800.715.1330

To Honeywell:

Natalie Alameddine, Esq.
natalie.alameddine@blankrome.com
Travis Jang-Busby, Esq.
Travis.jangbusby@blankrome.com
Nicole N. Wentworth, Esq.
nicole.wentworth@blankrome.com
BLANK ROME LLP
2029 Century Park East | 6th Floor
Los Angeles, CA 90067
Telephone: 424.239.3400
Facsimile: 424.239.3434

4928-6475-4180.1 / 096214-1039

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement 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.

05 / 07 / 2025



For Plaintiff CHARLES KEOPIMPHA

Name:

Title:

For MANPOWER US INC. and
MANPOWERGROUP US INC.

DocuSigned by:

Dawn Valdivia

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Name: Dawn Valdivia

Title: Chief Labor and Employment Counsel
For HONEYWELL INTERNATIONAL,
INC.

05/07/2025



Brandon Brouillette, Esq.
Counsel For Plaintiff CHARLES KEOPIMPHA

Allison S. Wallin

Allison S. Wallin, Esq.
Counsel For MANPOWER US INC. and
MANPOWERGROUP US INC.



Natalie Alameddine, Esq.
Counsel For HONEYWELL
INTERNATIONAL, INC.

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11 process.

12
13 05 / 07 / 2025

14 For Plaintiff CHARLES KEOPIMPHA

15 Name: ROXANA E COOK
16 Title: ASSOCIATE GENERAL COUNSEL
17 For MANPOWER US INC. and
18 MANPOWERGROUP US INC.

19 Name:
20 Title:
21 For HONEYWELL INTERNATIONAL,
22 INC.

23 05/07/2025

24 Brandon Brouillette, Esq.
25 Counsel For Plaintiff CHARLES KEOPIMPHA

26 Allison S. Wallin, Esq.
27 Counsel For MANPOWER US INC. and
28 MANPOWERGROUP US INC.

 Natalie Alameddine, Esq.
 Counsel For HONEYWELL
 INTERNATIONAL, INC.

LITTLER MENDELSON
P.C.
Attorneys at Law
2049 Century Park East
5th Floor
Los Angeles, CA
90067.3107
310.563.0308

4928-6475-4180.1 / 096214-1039

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

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