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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

8/26/2024 5:32:40 PM

Clerk of the Superior Court
By J. Siharath ,Deputy Clerk

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Attorneys for Plaintiff PRISCILLA ESTRADA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

PRISCILLA ESTRADA an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MANPOWER TEMPORARY SERVICES
f.k.a. CPM, LTD. which will be doing business
in California as MANPOWER TEMPORARY
SERVICES, a Nevada corporation; CPM,
LTD., a Nevada corporation; C.L.M.P., LTD.,
a California corporation; EQUUS
WORKFORCE SOLUTIONS, a Kentucky
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Case No. 37-2022-00030943-CU-OE-CTL

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
APPROVAL OF CLASS COUNSEL AWARD
AND SERVICE AWARD**

Date: July 19, 2024

Time: 9:00 a.m.

Judge: Hon. James A. Mangione

Dept.: C-75

1 This matter came on for hearing on July 19, 2024, at 9:00 a.m., in front of the Hon. James A.
2 Mangione, presiding, Plaintiff's unopposed Motion for Order Granting Final Approval of Class and
3 PAGA Action Settlement and Entering Judgment pursuant to California Rule of Court 3.769, with the
4 attorneys from the JCL LAW FIRM, APC, and ZAKAY LAW GROUP, APLC, as counsel for plaintiff
5 PRISCILLA ESTRADA (hereinafter "Plaintiff"), counsel from HAWKINS PARNELL & YOUNG
6 LLP, appearing as counsel for Defendant RES-CARE INC. dba EQUUS WORKFORCE SOLUTIONS,
7 and counsel from LAGASSE BRANCH BELL & KINKEAD, appearing as counsel for Defendant CPM,
8 LTD., INC. dba MANPOWER of SAN DIEGO (collectively, "Defendants").

9 The Court, having received and carefully considering the Stipulation of Settlement of Class and
10 PAGA Action Claims and Release of Claims filed with the Declaration of Jean-Claude Lapuyade on
11 December 18, 2023, ("Agreement"), a true and correct copy of which Agreement is attached hereto as
12 Exhibit A, the supporting papers filed by the Parties, the evidence and argument received by the Court
13 in conjunction with the unopposed Motion for Preliminary Approval of Class Action Settlement heard
14 on February 2, 2024, the instant Motion for Order Granting Final Approval of Class and PAGA Action
15 Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS, ADJUDICATES
16 and DECREES THE FOLLOWING:

17 1. All capitalized terms used herein shall have the same meaning as defined in the
18 Agreement.

19 2. Pursuant to the Order Granting Preliminary Approval, the Class Notice was sent to each
20 Class Member via U.S. First Class Mail. The Class Notice informed the Class Members of the terms of
21 the Settlement, and of (a) their right to receive an Individual Settlement Payments, (b) their right to
22 comment on or object to the Settlement, (c) their right to request exclusion from the Settlement and
23 pursue their own remedies, and (d) their right to appear in person or by counsel at the final approval
24 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided
25 by each of these procedures.

26 3. Following the conclusion of the response deadline, the Settlement Administrator reports
27 that it received *zero written objections* to the Settlement and *zero written requests for exclusion* from
28 the Settlement.

1 4. The Court finds and determines that the notice procedure afforded adequate protections to
2 the Class and provides the basis for the Court to make an informed decision regarding approval of the
3 Settlement based on the responses of the Class. The Court finds and determines that the notice provided
4 in this case was the best notice practicable, which satisfied the requirements of law and due process.

5 5. With respect to the Class and for purposes of approving this Settlement only, this Court
6 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of
7 all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a
8 well-defined community of interest among the Class with respect to the subject matter of the Action; (c)
9 the claims of Class Representative, Priscilla Estrada, are typical of the claims of the Class; (d) the Class
10 Representative has fairly and adequately protected the interests of the Class; (e) a class action is superior
11 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record
12 for the Class Representative, i.e., Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, Shani Zakay,
13 Esq. of the Zaky Law Group, APLC, (hereinafter “Class Counsel”), are qualified to serve as counsel
14 for the Class Representative and the Class.

15 6. The Court has certified the Class for settlement purposes only, as that term is defined in
16 and by the terms of the Agreement as follows:

17 All persons who are or previously were employed Defendant CPM Ltd. Inc.,
18 dba Manpower of San Diego and assigned to work at the COVID hotels
19 operated by Defendant Res-Care Inc. dba Equus Workforce solutions in
20 California and classified as non-exempt employees during the Class Period
21 [August 4, 2018 through November 27, 2023].

22 7. The Court deems the definition of Class sufficient for purposes of California Rule of Court
23 3.765(a).

24 8. The Court hereby confirms Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, and
25 Shani Zakay, Esq. of the Zakay Law Group, APLC as Class Counsel for the Class Representative in this
26 Action.

27 9. The Court hereby confirms plaintiff PRISCILLA ESTRADA as the Class Representative
28 in this Action.

1 10. The Court finds and determines that the terms set forth in the Agreement are fair,
2 reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms having
3 found that the Settlement was reached as a result of informed and non-collusive arms-length negotiations
4 facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive
5 investigation, research, and discovery and that their attorneys were able to reasonably evaluate their
6 respective positions. The Court also finds that Settlement will enable the Parties to avoid additional and
7 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate
8 the case. The Court has reviewed the monetary recovery provided as part of the Settlement and
9 recognizes the significant value accorded to the Class.

10 11. The Court further finds and determines that the terms of the Settlement, including the
11 Gross Settlement Amount of Two Hundred and Twenty-Five Thousand Dollars and Zero Cents
12 (\$225,000.00), are fair, reasonable and adequate to the Class and to each member of the Class and that
13 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be
14 and hereby are ordered to be consummated. Except as set forth in the Agreement and this Order and
15 Judgment, all members of the Class shall take nothing in the Action.

16 12. The Parties are authorized, without further approval from the Court, to agree to and adopt
17 such amendments, modifications, and expansions of the Agreement and all exhibits attached thereto
18 which are consistent with this Order and Judgment and do not limit the rights of the Parties or Class
19 Members under the Agreement,

20 13. The Court further finds and determines that Class Counsel satisfied California Labor Code
21 § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private
22 Attorney General Act (“PAGA”) on December 18, 2023.

23 14. The Court finds and determines that the Individual Settlement Payments to be paid to
24 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court hereby
25 grants final approval to and orders the payment of those amounts be made to the Settlement Class
26 Members in accordance with the Agreement.

27 15. The Court finds and determines that the LWDA Payment (75% of the PAGA Settlement)
28 of \$9,000.00 and the Aggrieved Employee Payment (25% of the PAGA Settlement) of \$3,000.00 in this

1 case are fair, reasonable, and appropriate. The Court hereby grants final approval to and orders that the
2 payment of those amounts be paid in accordance with the Agreement.

3 16. The Court finds and determines that the fees and expenses in administrating the Settlement
4 incurred by Apex Class Action LLC in the amount of \$7,000 are fair and reasonable. The Court hereby
5 gives final approval to and orders that the payment of that amount in accordance with the Settlement.

6 17. The Court finds and determines the Service Award in the amount of \$10,000.00 to the
7 Class Representative, PRISCILLA ESTRADA, is fair and reasonable. The Court hereby orders the
8 Settlement Administrator to make this payment to the Class Representative in accordance with the terms
9 of the Agreement.

10 18. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments
11 submitted by Class Counsel, the Court hereby awards a Class Counsel Award in the total sum of
12 \$85,964.68. The payment of the Class Counsel Award is comprised of two components. First,
13 \$75,000.00 as attorneys' fees which represents one-third of the Gross Settlement Amount. The
14 attorneys' fee portion of the payment for Class Counsel Award shall be allocated as follows: 50% to the
15 JCL Law Firm, APC, 50% to the Zakay Law Group, APLC. Second, \$10,964.68 for actually incurred
16 litigation expenses as evidenced by Class Counsels' billing records. The Settlement Administrator shall
17 allocate the expenses award according to Class Counsels' actually incurred litigation expenses as stated
18 and supported in their respective declarations filed in support of this motion. The Court finds such
19 amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
20 payments in accordance with the terms of the Agreement.

21 19. Without affecting the finality of this order or the entry of judgment in any way, the Court
22 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
23 effectuation, and enforcement of this order and the Settlement.

24 20. Neither Defendants nor any related persons or entities shall have any further liability for
25 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
26 for by the Agreement.

27 21. Neither the making of the Agreement nor the entry into the Agreement constitutes an
28 admission by Defendants, nor is this Order a finding of the validity of any claims in the Action or of any

1 other wrongdoing. Further, the Agreement is not a concession, and shall not be used as an admission of
2 any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the
3 terms of the Agreement be construed as an admission or concession by or against Defendants or any
4 related person or entity.

5 22. Nothing in this order shall preclude any action to enforce the Parties' obligations under
6 the Settlement or under this order, including the requirement that Defendants make payments to the
7 Settlement Class Members in accordance with the Settlement.

8 23. The Court hereby enters final judgment in accordance with the terms of the Agreement,
9 the Order Granting Preliminary Approval of Class and PAGA Action Settlement granted on February
10 2, 2024, and this order.

11 24. Upon the Funding Date, each Class Member who has not validly opted out has released
12 the "Released Class Claims" against Defendants and all the "Released Parties," as set forth in the
13 Agreement.

14 25. Plaintiff has generally released all claims as set forth in the Agreement.

15 26. The Parties will bear their own costs and attorneys' fees except as otherwise provided by
16 this Court's Order awarding the payment of attorneys' fees and costs.

17 27. Upon completion of administration of the Settlement, the Settlement Administrator will
18 provide written certification of such completion to the Court and counsel for the Parties which shall be
19 filed with the Court five (5) court days before the non-appearance compliance hearing set for
20 **January 31, 2025 at 9:45 a.m.**, in Dept. C-75.

21 28. Accordingly, the Motion for Final Approval of Class and PAGA Action Settlement and,
22 Motion for Final Approval of the Payment of the Class Counsel Award and the Service Award are
23 GRANTED.

24
25 IT IS SO ORDERED, ADJUDICATED AND DECREED

26
27 Date: 8/26, 2024


JUDGE OF THE SUPERIOR COURT