

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 VERA WILLNER, ET AL. V. MANPOWER INC., CASE NO. 3:11-CV-02846-JST (MEJ)

NOTICE OF CLASS ACTION SETTLEMENT

IMPORTANT: You are not being sued. Please read this Notice carefully. Your rights may be affected. You may be entitled to money from this Settlement.

TO: ALL PERSONS WHO WERE OR ARE EMPLOYED BY MANPOWER INC. IN CALIFORNIA AS TEMPORARY EMPLOYEES AT ANY TIME FROM MARCH 17, 2010 THROUGH JANUARY 20, 2012 AND WHO RECEIVED THEIR WAGE STATEMENTS (I.E., PAYSTUBS) BY U.S. MAIL, PAYMENT CARD OR ELECTRONIC TRANSMISSION.

RE: Settlement of a class action lawsuit for alleged wage-hour violations, including allegations that Manpower failed to provide accurate wage statements and to pay timely weekly wages and a request for penalties, and all related claims for relief. Manpower denies all claims and contentions alleged in the lawsuit, maintains it has fully complied with the law, and entered into the Settlement solely for purposes of resolving this dispute.

IF YOU WISH TO CLAIM YOUR SHARE OF THE MONEY AVAILABLE TO YOU UNDER THE TERMS OF THE SETTLEMENT OF THIS LAWSUIT, YOU MUST SUBMIT A CLAIM FORM NO LATER THAN APRIL 13, 2015.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM	To receive a cash payment from the Settlement, you must postmark the enclosed Claim Form no later than April 13, 2015.
DO NOTHING	If you do nothing, you will not receive a cash payment, and you will lose your right to bring or participate in any similar action against Manpower.
REQUEST EXCLUSION FROM THE SETTLEMENT	If you wish to be excluded from the Settlement, you must submit a written Election Not to Participate according to the instructions contained in this Notice. If you submit a Election Not to Participate, you will not be bound by the Settlement and you will not receive any cash payment.
OBJECT	Object and tell the Court why you don't like the Settlement. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.

Your options are more fully explained in this notice below. The deadline to submit a claim, submit an objection or request exclusion is April 13, 2015.

1. Why did I receive this notice?

A proposed settlement (the "Settlement") has been reached between the Parties in this class action pending in the United States District Court for the Northern District of California (the "Court") brought on behalf of all individuals described above (the "Settlement Class" or "Settlement Class Members"). The Court has preliminarily approved the Settlement and certified the Settlement Class. You have received this Notice because the records of ManpowerGroup Inc., (formerly known as Manpower Inc.) (collectively, "Manpower") indicate that you are a Settlement Class Member, which is defined as:

All persons who were or are employed by Manpower Inc. in California as temporary employees at any time from March 17, 2010 through January 20, 2012 and who received their wage statements (*i.e.*, paystubs) by U.S. mail, payment card or electronic transmission, except individuals who were or are at the same time jointly employed by a franchisee of Manpower, including, but not limited to, franchisee CLMP LTD., dba Manpower of Temecula.

This Notice is designed to inform you of how you can make a claim under the Settlement, object to the Settlement, or elect not to participate in the Settlement. This class action brings claims under the California Labor Code's wage-and-hour laws. The Court must finally approve the terms of the Settlement described below as fair and reasonable to the Settlement Class, before it will take effect. This process will take approximately four (4) months. If approved, the Settlement will affect all Class Members who do not exclude themselves from the Settlement Class. An Administrator that has been appointed by the Court will make all approved Settlement payments after the Court orders them. Those Settlement payments are described in this Notice.

To receive your share of the proceeds to be paid under the Settlement, you must return a completed Claim Form to the Settlement Administrator, Simpluris Inc., showing a postmark date no later than April 13, 2015.

If you do not wish to participate in the Settlement, you must timely submit a valid Election Not to Participate. If you submit a valid Election Not to Participate, you will not receive any of the settlement proceeds and will not have released your claims.

If you do nothing, you will not receive your share of the proceeds to be paid under the Settlement, but you will be bound by the Settlement and will have released your claims.

2. What is the case about?

On March 17, 2011, plaintiff Vera Willner commenced a purported class action against Manpower in the Court. Plaintiff alleged that she and a proposed class (i) were given wage statements that omitted certain information required by California Labor Code section 226 and therefore are owed penalties under Labor Code sections 226(e) and the California Private Attorneys General Act (“PAGA”), Labor Code section 2699, and (ii) were issued some paychecks later than required by Labor Code section 201.3 and therefore are owed penalties under Labor Code section 203 and PAGA, Labor Code section 2699. Plaintiff also seeks restitution under California Business and Professions Code sections 17200, *et seq.*

Manpower denies all of Plaintiff’s material allegations.

After good-faith negotiations presided over by a private mediator on July 2, 2014, the Parties agreed to settle the Lawsuit pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by Manpower that Plaintiff’s claims in the action have merit or that it has any liability to Plaintiff or the Settlement Class on those claims. Furthermore, Manpower denies any and all wrongdoing, and by entering into the Settlement, Manpower does not admit any violation of law.

Plaintiff and Manpower, and their respective counsel, have concluded that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Settlement Class, considering the risks and uncertain outcome to each side of continued litigation.

3. What are the settlement terms and how much can I expect to receive if I participate?

a. Overall summary of settlement terms.

Manpower will pay \$8,750,000 to settle this case (“Maximum Settlement Amount”). From that amount payments will be made to Class Counsel for attorneys’ fees and costs, to the Settlement Administrator for administration costs, to the Named Plaintiff for her representation of the Class, to the California Labor Workforce Development Agency, and to a Hold-Back Fund (of \$25,000) established to provide payments to certain Class Members who were mistakenly omitted from the class list and/or whose eligible paystub count was miscalculated. The amounts of these various payments are described in this Notice below. After deduction of these amounts, the remainder – the “Settlement Class Settlement Proceeds” – of approximately \$5,577,381.59 will be distributed to Settlement Class Members who submit timely and valid Claim Forms.

b. Who is included in the Settlement?

You are included in the Settlement if you meet all of the conditions set forth in the beginning of this notice. It is estimated that there are approximately 19,352 members in the Settlement Class.

c. What can I expect to receive from the Settlement?

The “Settlement Class Settlement Proceeds” will be paid out by the Settlement Administrator to each Settlement Class Member who submits an approved Claim Form (“Claimant”) as follows: Dollars per Claimant will be calculated by (i) first dividing the Settlement Class Settlement Proceeds by the total number of paystubs issued from March 17, 2010 through January 20, 2012 to Claimants (*i.e.*, Settlement Class Members who submit valid and timely Claim Forms), and (ii) then multiplying that result by the respective number of paystubs issued to each of those Claimants. The result for each Claimant will be the distribution amount to that Claimant.

The Parties estimate that the average payment to Claimants who submit a timely and valid Claim Form will be approximately \$288.21, if all Settlement Class Members submit timely and valid Claim Forms. If fewer than all Settlement Class Members submit timely and valid Claim Forms, your actual payment will be larger. It will not be possible to determine the precise value of your payment until the claim period has closed, the Settlement Administrator has determined how many Class Members have filed timely and valid Claim Forms, and the Court has granted final approval of the Settlement.

d. What am I giving up in exchange for the Settlement benefits?

Each Settlement Class Member (other than those who file a timely and valid Election Not to Participate) releases and discharges the Released Parties from Released Claims for the period March 17, 2010 through January 20, 2012, as follows:

“Released Parties” mean (i) ManpowerGroup Inc. (formerly known as Manpower Inc.); (ii) any of their present and former parents, subsidiaries and affiliated companies or entities; and (iii) the officers, directors, employees, partners, shareholders, agents, successors, assigns and legal representatives of the entities included in (i) and (ii).

“Released Claims” are any and all claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, up to and including January 20, 2012, that arise out of the allegations in the Lawsuit that (1) the Released Parties did not provide accurate, itemized wage statements containing the format or content required by California Labor Code section 226, (2) the Released Parties did not timely pay all wages owed, or (3) otherwise arise from the allegations in the Lawsuit, whether founded on federal, state, and/or local law, including but not limited to, claims for penalties under California Labor Code section 226 and/or the California Private Attorneys General Act of 2004 (California Labor Code sections 2699 *et seq.*), claims for unfair business practices in violation of California Business and Professions Code sections 17200, *et seq.*, and related claims for damages, punitive damages, liquidated damages, restitution, equitable relief, attorneys’ fees, interest and costs.

Settlement Class Members do not release the Released Parties from any claims under federal, state, municipal or local law for unpaid wages which is defined in the California Labor Code as “all amounts for labor performed” (hereafter, “Unreleased Claims”).

Except for their respective portions of the Settlement Class Settlement Proceeds to which each Claimant is entitled under this Settlement, every Settlement Class Member is barred from recovering a penalty under California Labor Code section 226 and a penalty under PAGA for any claim that he or she failed to receive an accurate, itemized wage statement at any time up through January 20, 2012 and/or was not timely paid wages owed within the Release Period.

Waiver of Known and Unknown Claims. As to the Released Claims only, each Settlement Class Member waives all rights and benefits afforded by Section 1542 of the California Civil Code (“Section 1542”). Section 1542 provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” This Section 1542 waiver, however, shall not apply to Unreleased Claims.

e. Additional Payments to the Class Representative.

In addition to her share as a Settlement Class Member, plaintiff Vera Willner will seek approval from the Court to receive up to \$11,000 for her service as Class Representative, as well as her release of additional rights. This payment, if approved by the Court, will be made out of the Maximum Settlement Payment.

f. Class Counsel’s Attorneys’ Fees and Costs.

Class Counsel will seek approval from the Court for the payment of their attorneys’ fees in the amount of up to \$2,916,666.67, and their costs incurred in an amount of not more than \$50,000. This payment, if approved by the Court, will be made out of the Maximum Settlement Payment.

g. Costs of Settlement Administration.

The Settlement Administrator’s fees and costs for administering the Settlement, which are estimated to be \$104,326.74, if approved by the Court, will be paid out of the Maximum Settlement Payment.

h. Payment to the California Labor and Workforce Development Agency.

The Settlement Administrator will pay to the California Labor and Workforce Development Agency, out of the Maximum Settlement Payment, the sum of \$65,625 for civil penalties pursuant to the California Private Attorneys General Act.

i. Hold-Back Fund

\$25,000 will be reserved from the Maximum Settlement Amount to cover any required payments to Claimants who were mistakenly omitted from the class list and/or whose eligible paystub count is disputed.

4. Why is there A Settlement?

Plaintiff, as Class Representative, and Class Counsel support this Settlement. Their reasons include the inherent risk of denial of class certification, the risk of an unsuccessful outcome on the merits of Plaintiff’s claims, the difficulty in proving that Plaintiff and class members suffered injury, and the inherent delays and uncertain outcome associated with litigation. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Plaintiff and Class Counsel believe that the Settlement is fair, reasonable and adequate.

5. What are Your Rights in this Settlement?

Plaintiff, as Class Representative, and Class Counsel represent your interests as a Settlement Class Member. Unless you elect not to participate in the Settlement by timely submitting a valid Election Not to Participate to the Settlement Administrator, you are a part of the Settlement Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against Manpower and the other Released Parties as described in Number 3, Section d. above. As a member of the Settlement Class, you will not be responsible for the payment of attorneys’ fees or reimbursement of litigation costs unless you retain your own counsel, in which event, you will be responsible for your own attorneys’ fees and costs.

a. How do I get a payment?

To receive your share of the Settlement Class Settlement Proceeds, you must complete and sign the enclosed Claim Form and mail it via first class mail to:

Willner v. Manpower Inc.,
c/o Simpluris Inc.
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 428-6630

To be valid, the Claim Form must be completed in full and signed by you. The Claim Form must be postmarked no later than April 13, 2015. A pre-addressed, postage pre-paid return envelope is included with this Notice packet. A Settlement Class Member who does not mail a Claim Form in the manner and by the deadline specified above will not receive a share of the settlement proceeds.

If you believe that the number of wage statements (i.e., paystubs) used to calculate your estimated Settlement Award is incorrect, you may submit a dispute to the Settlement Administrator. All estimated Settlement award disputes must be made or mailed with a postmark no later than March 30, 2015.

Settlement checks will be mailed out after the Court grants “final approval” of the Settlement. Once mailed, you will have one-hundred eighty (180) days to deposit or cash your Settlement check.

b. How do I object to the Settlement?

If you are dissatisfied with any of the terms of the Settlement, you may, but are not required to, object to the Settlement. Any objection to the Settlement must be in writing and must explain, in clear and concise terms, the basis for your objection. In addition, in order to be considered, your objection must be filed with the Court at the address below and mailed via first class mail with a postmark on or before April 13, 2015 to all of the following:

Office of the Clerk
United States District Court for the Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102-3483
Attention: Honorable Jon S. Tigar
Department 9

Laura L. Ho, Esq.
James Kan, Esq.
Goldstein, Borgen, Dardarian & Ho
300 Lakeside Drive, Suite 1000
Oakland, CA 94612

Jeffrey C. Jackson, Esq.
Kirk D. Hanson, Esq.
Jackson Hanson, LLP
2790 Truxtun Rd., Suite 140
San Diego, CA 92106

Nancy L. Abell, Esq.
Stephen L. Berry, Esq.
Paul Hastings LLP
515 South Flower Street, 25th Floor
Los Angeles, CA 90071

Your objection must reference this case, *Vera Willner, individually, and on behalf of all others similarly situated, Plaintiff v. Manpower Inc., and Does 1 through 50, inclusive, Defendants*, United States District Court for the Northern District of California Case No. 3:11-cv-028460-JST (MEJ). In addition, your objection must indicate whether you intend to appear at the Final Approval Hearing scheduled for June 18, 2015, at 2:00 p.m. It is not necessary, however, for you to appear at this hearing to make an objection.

Any Settlement Class Member who does not object to the Settlement in the manner described above will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement unless you also timely submit an Election Not to Participate to the Settlement Administrator in the manner described in Number 5, Section c. of this Notice. **PLEASE DO NOT TELEPHONE THE COURT, MANPOWER’S COUNSEL OR MANPOWER.**

c. How do I ask the Court to exclude me from the Settlement?

If you do not wish to participate in the Settlement, you must submit a written and signed Election Not to Participate. The Election Not to Participate must include your name, address, telephone number, the last four digits of your Social Security number, and a written affirmation of the desire to be excluded from this Settlement.

To be valid, the Election Not to Participate must be completed, signed by you and returned to:

Willner v. Manpower Inc.,
c/o Simpluris Inc.
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 428-6630

The Election Not to Participate must be postmarked not later than April 13, 2015. A Settlement Class Member who fails to mail an Election Not to Participate in the manner and by the deadline specified above will be bound by all terms and conditions of the Settlement if the Settlement is approved by the Court, and the Judgment, regardless of whether he or she has objected to the Settlement.

Any person whose complete and timely Election Not to Participate is received by the Settlement Administrator will no longer be a member of the Settlement Class, will be barred from participating in any portion of the Settlement, and will receive no benefits from the Settlement.

6. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval hearing in the United States District Court for the Northern District of California, Courtroom 9, 450 Golden Gate Avenue, San Francisco, California 94102 on June 18, 2015, at 2:00 p.m., to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs and the Class Representative payment. The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing.**

7. How do I get more information?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Joint Stipulation of Settlement and Release, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Joint Stipulation of Settlement and Release, may be examined at any time during regular business hours in the Office of the Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102.

If you have questions about the Settlement, you may contact Class Counsel as follows:

GOLDSTEIN, BORGEN, DARDARIAN & HO

Laura L. Ho, Esq.
James Kan, Esq.
300 Lakeside Drive, Suite 1000
Oakland, CA 94612
Telephone: (510) 763-9800
Facsimile: (510) 835-1417
manpowersettlement@gbdhlegal.com

JACKSON HANSON, LLP

Jeffrey C. Jackson, Esq.
Kirk D. Hanson, Esq.
2790 Truxtun Road, Suite 140
San Diego, CA 92106
Telephone: (619) 523-9001
Facsimile: (619) 523-9002
atty@JacksonHanson.com

You may also contact the Settlement Administrator as follows:

Willner v. Manpower Inc.,
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 428-6630

PLEASE DO NOT TELEPHONE THE COURT, MANPOWER'S COUNSEL OR MANPOWER FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.