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10 Attorneys for Plaintiff ERMELINDA FIGUEROA,
11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SACRAMENTO**

14 ERMELINDA FIGUEROA, on behalf of the
15 general public as private attorney general,

16 Plaintiff,

17 v.

18 BECKMAN COULTER, INC., a Delaware
Corporation; KELLY SERVICES GLOBAL,
19 LLC, a Michigan Limited Liability Company;
20 and DOES 1-50, inclusive,

21 Defendants.
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Case No. 34-2022-00323923
Assigned for all purposes to
Hon. Lauri A. Damrell, Dept. 8B

**DECLARATION OF JAMES HAWKINS
IN SUPPORT OF MOTION TO
APPROVE PAGA SETTLEMENT**

Date: August 21, 2026
Time: 9:00 a.m.
Dept.: 8B

RESERVATION NUMBER: A-323923-001

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1 Code 2698, et seq. on behalf of the general public as private attorney general and all other
2 aggrieved employees.

3 5. During the course of this action Defendants and Plaintiff exchanged numerous
4 documents and information as well as an approximate 20% sample of the time and pay records
5 for the PAGA Members. Defendants also produced policies and other relevant data points for
6 Plaintiff to conduct a thorough analysis. With this information, Plaintiff and Defendants agreed
7 to mediate this action with mediator Daniel J. Turner, a respected and experienced wage and
8 hour class action mediator.

9 6. On November 4, 2025, the Parties participated in an all-day private mediation
10 with the mediator. During the mediation the Parties engaged in extensive, arms-length
11 negotiations. As a result of the Parties' efforts, the matter was fully resolved. The Parties
12 engaged in significant efforts to obtain the facts regarding the claims asserted, including the
13 exchange of detailed statistical data regarding weeks and pay periods worked by individuals and
14 Plaintiff. Thereafter, the parties worked together to finalize the terms of the long form
15 settlement agreement that is now placed before this Court for approval.

16 7. The claim before this court is the representative claim under PAGA on behalf of
17 the State of California for civil penalties pursuant to the PAGA. The parties have agreed to
18 settle this PAGA claim in its entirety after discovery and arm's length mediation. Defendants
19 filed and served its answer generally denying the claims therein and asserting affirmative
20 defenses. Defendants deny any wrongdoing and deny liability with respect to the matters alleged
21 in the Complaint and believes that it has valid defenses to all of Plaintiff's claims. Defendants
22 further contends that it has complied with all wage and hour laws applicable to the employment
23 of Plaintiff and other PAGA Members. To date, no court has made any findings that Defendants
24 engaged in any wrongdoing or in any wrongful conduct, or otherwise acted improperly or in
25 violation of any law, rule or regulation with respect to any of the issues presented in this action.

26 8. The Agreement negotiated by the parties provides for Defendants to pay
27 \$150,000.00 as the Gross Settlement Amount ("GSA"). The "Net Settlement Amount" ("NSA")
28 is the amount remaining of the GSA minus the Court-approved amounts awarded for the

1 Attorneys' Fees and Expenses, Settlement Administration Fees, Enhancement Award to Plaintiff
2 (if any), and the LWDA Payment. (Agreement at § 5.1). The Net Settlement Amount is estimated
3 to be **\$71,968.58**.

4 9. The NSA is calculated as follows: the Gross Settlement Amount of \$150,000.00
5 minus: (1) \$52,500.00 (i.e. 35% of the GSA) shall be paid to Plaintiff's Counsel for payment of
6 attorneys' fees; (2) Plaintiff's Counsel's litigation expenses not to exceed \$20,000.00 (Plaintiff's
7 counsel's litigation costs to date is \$11,781.42) (Agreement at § 5.4); (3) \$10,000.00
8 Enhancement Award to the Plaintiff for Plaintiff's time and risks in prosecuting this case and
9 Plaintiff's service to the PAGA Members as well as for Plaintiff's general release of Plaintiff's
10 Released Claims; (4) Administration costs not to exceed \$3,750.00. (Agreement at § 1.26). Any
11 difference from these maximum amounts will be added to the Net Settlement Amount.

12 10. The Gross Settlement Amount is subject to Court approval consistent with Labor
13 Code § 2699. Should the Net Settlement Amount increase or decrease, the amount to be
14 distributed shall be adjusted according to the changes made by the Court. Upon approval, the Net
15 Settlement Amount shall be allocated 75% (\$53,976.43) to the LWDA and 25% (\$17,992.15)
16 among PAGA Members. The share of the Net Settlement Amount to be distributed to each PAGA
17 Member is based on the number of his or her Pay Periods worked in the PAGA Period in relation
18 to the aggregate number of Pay Periods worked by the Settlement Group during the PAGA
19 Period. (Agreement at § 1.11). Each PAGA Member will receive approximately \$3.59 per pay
20 period worked before deduction for fees, costs, and enhancement based on the 25% net settlement
21 fund (before deductions). The per pay period count is approximately \$17,992.15 (PAGA
22 Member fund divided by 5,000 pay periods = \$3.59 per pay period) and approximately \$141.67 to
23 each PAGA Member based on the 35% net settlement fund

24 11. The "PAGA Members" means "All individuals employed by Defendants as non-
25 exempt employees in California during the PAGA Period." The "PAGA Period" or "Settlement
26 Period" or "Release Period" means the period from May 16, 2021 through February 17, 2026 (60
27 days after the Parties accepted the mediator's proposal on December 19, 2025). Defendants
28 represented that PAGA Members consisted of approximately 127 PAGA Members who worked

1 approximately 5,000 pay periods during the PAGA Period. (Agreement at § 1.17-1.18).

2 12. Since the filing of the complaint, the Parties have exchanged extensive informal
3 discovery and engaged in numerous discussions regarding the factual and legal issues
4 surrounding this case. Throughout the litigation, Defendants produced voluminous pages of
5 information and data, including policies, addendums to meal and rest period and handbooks,
6 posted labor law posters, time and payroll records for approximately 15% the PAGA Members
7 reflecting time punches at the start of employees' shifts, and at the end of the shift, and meal
8 period punches as well as the applicable pay rates. Defendants also provided Plaintiff's personnel
9 file. Defendants also provided substantial information concerning the total number of PAGA
10 Members, the total number of pay periods at issue, and the applicable hourly rates and other
11 summary data related to the PAGA Members. The Parties have conducted informed, good faith
12 arms-length negotiations after conducting discovery and exchanging extensive evidence and
13 information about the claims and defenses of this lawsuit and engaged in pre-mediation
14 discussions, telephone conferences, and correspondence all aimed at settling their dispute.

15 13. In preparation for the mediation, Plaintiff reviewed the entirety of the informal
16 discovery produced. The information had to be analyzed and processed to figure out the amount
17 of compensation Plaintiff contends are due to the PAGA Members. The evidence and information
18 gathered and reviewed by Plaintiff's counsel provided a factual framework for a comprehensible
19 and reliable damage model pertaining to all PAGA Members. The mediation and subsequent
20 negotiations included discussion and examination of the PAGA Members and the Parties'
21 respective positions on the legal and factual issues raised in the Complaint. This was both a
22 thorough and exhaustive process.

23 14. The PAGA Members' recovery compares favorably to the estimated amount of
24 PAGA penalties. With the assistance of an expert, Plaintiff calculated that the maximum amount
25 of statutory PAGA civil penalties was potentially \$1,252,655 based on 4,922 PAGA pay periods
26 multiplied by a maximum per pay period violation rate of \$100.¹ These were for penalties for

27
28 ¹ Defendants further contends that that proper penalty rate for Plaintiff's claims is \$50 per pay period as laid out in Labor Code § 558 which applies to alleged underpayment of wages.

1 violations of Labor Code §§ 226.7 and 512 (meal periods) at a 16.6% of pay period penalties for
2 violation of Labor Code § 226, penalties under Labor Code §510/558 for off the clock work and
3 overtime at a 100%violation rate assessment, penalties for 100% violation rate assessment of
4 Labor Code §§ 201/202/203 for all 203 PAGA employees, and penalties for LC§ 2802 for
5 approximately 1200 pay periods. Importantly, however, in total, these calculations were
6 performed at the \$100 statutory rate for the penalties for the first violation, and it is likely that any
7 penalties awarded would be at a much lower rate given the facts of this case. California Labor
8 Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil
9 penalty if based on the facts and circumstances to do otherwise would result in an award that is
10 "unjust, arbitrary and oppressive or confiscatory."

11 15. The maximum exposure here would be approximately \$1,252,655 if the Court
12 awarded 100% penalties for each and every pay period at \$100 per pay period per the chart below
13 at para. 25. Of course, these amounts would probably have been reduced given the policies in
14 place, and manageability issues, the issues of why someone missed a meal break on any occasion
15 or worked off the clock, issues of payment of meal period premiums, reimbursements and
16 maintenance of records. Even assuming a 50% likelihood of success at trial, the practical
17 recovery would be further reduced by statutory discretion, proof risks, and overlapping penalty
18 concerns, resulting in a realistic recovery range of approximately \$626,327. The risks include
19 manageability issues, not prevailing on the merits, prevailing on certain claims for certain
20 periods, reduced penalty amounts awarded by the trial Court, and reversal on appeal. Therefore,
21 the risk adjusted value provides for a recovery range of approximately 23%.

22 16. Defendants dispute that the penalties assessed by Plaintiff and her expert would
23 have been awarded. Further, it is Defendants' contention that PAGA penalties cannot be stacked,
24 and that at most just one PAGA penalty can be awarded to a PAGA Member in any one pay
25 period. See Labor Code section 2699 (f)(2) (authorizing awardable PAGA penalties to be
26 measure by "each "each aggrieved employee per pay period"); *Smith v. Lux Retail North*
27 *America, Inc.*, 2013 WL 2932243, at *1, *4 (N.D. Cal. 2013) (rejecting a pleading that sought the
28 "stacking of penalties"; "[f]or the single mistake of failing to include commissions in the

1 overtime base, plaintiff has asserted *five* (count them, five) separate labor code violations that
2 could lead to statutory penalties;” “is it plausible that we would really pile one penalty on another
3 for a single substantive wrong?”; noting that “no actual holding in any judicial decision has ever
4 blessed such stacking”). As such, and for this initial reason, Defendants contends that the
5 maximum potential recovery in this action is significantly lower than as stated by Plaintiff.

6 17. Further, Defendants argues that Plaintiff’s calculation of penalties as applicable to
7 any employee and for any pay period, is inflated for an additional reason. Defendants argue that
8 even were liability established, one does not reach the second-tier penalty for that violation unless
9 and until the employer is first cited for the violation, and that Defendants has never been cited.
10 *See Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Servs., Inc.*, 2009 WL
11 2448430 *1, *9 (S.D. Cal. 2009) (“For the purposes of subsequent violation penalties, the issue is
12 not whether [Defendants] willfully violated the Labor Code, but rather whether a court or
13 commissioner had notified it of any violation.”); *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th
14 1157, 1209 (2008) (“[u]ntil the employer has been notified that it is violating a Labor Code
15 provision (whether or not the Commissioner or court chooses to impose penalties), the employer
16 cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’
17 subject to penalties” at a second tier); *Robinson v. Open Top Sightseeing San Francisco, LLC*,
18 No. 14-CV-00852-PJH, 2018 WL 895572, at *20 (N.D. Cal. Feb. 14, 2018) (applying “initial”
19 penalty to each violation of § 226 and § 2699(f)(2) because there was no evidence showing
20 Defendants was previously notified its practice violated § 226); *Willis v. Xerox Bus. Servs., LLC*,
21 2013 WL 605383, at *1, *6 (E.D. Cal. 2013) (“for a plaintiff to recover for a ‘subsequent
22 violation,’ an employer must have notice that it has violated the Labor Code”). As such,
23 Defendants contends that Plaintiff’s calculations are inflated not only because the “stack”
24 penalties for a single person during a single pay period, but because the penalties Plaintiff would
25 award in each instance are at an inapplicable (doubled) rate.

26 18. Defendants further argue that Plaintiff would still face significant practical
27 problems in aggregating any material exposure, as each violation would need to be proven as to
28 each person and for each period for which recovery is sought. Defendants argues that it is

1 unlikely that any significant number of current and former employees would travel to the venue of
2 a trial, stay at a hotel, prepare for and deliver testimony, all in exchange for – at most – 25% of
3 \$50 or \$100 (i.e. \$12.50 or \$25) for each pay period in which there was a violation. wage
4 statement penalties”). For purposes of section 226, “a good faith dispute presents when there is
5 (1) uncertainty in the law; (2) representations by an authority that compliance was not required;
6 or (3) an employer’s good faith mistaken belief grounded in a good faith dispute.” *Magadia v.*
7 *Wal-Mart Assocs., Inc.*, 384 F. Supp. 3d 1058 (N.D. Cal. 2019). “Mere recklessness” is not a
8 basis for liability. *Pedroza*, 2012 WL 9506073, *5.

9 19. As a result of the mediation and the consideration of all facts, evidence, and
10 arguments presented to Plaintiff and his counsel, the Parties agreed to settle this matter for
11 \$150,000.00.

12 20. The claims in this PAGA action are based upon the wage and hour practices of
13 Defendants. The settlement provides a recovery of approximately \$3.59 per pay period after
14 deductions and the PAGA Allocation of the Net Settlement to the LWDA. This provides the
15 PAGA Members money now rather than in the future to some undetermined date and
16 undetermined amounts. Upon approval, approximately \$53,976.43 will be sent to the State of
17 California and approximately \$17,992.15 will be allocated to the PAGA Members as the
18 “Individual PAGA Payments”. This equates a payout to each PAGA Member of approximately
19 \$141.67 on average with a low of approximately \$3.59 and an estimated high payment of \$446.00
20 for someone who worked the entire PAGA Period.

21 21. Plaintiff’s counsel balanced the terms of the proposed Settlement against the risk
22 of litigation and probable outcome if this matter went at trial. Based on their own respective
23 independent investigations and evaluations, and after taking into account the sharply disputed
24 factual and legal issues involved in this matter, the risks attending further prosecution of the case,
25 and the monetary benefits received under the Settlement despite the questionable nature of the
26 claims, Plaintiff’s counsel is of the opinion that Settlement for the consideration and on the terms
27 set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best interests
28 of the State, Plaintiff, and the PAGA Members. Counsel for the Parties investigated the applicable

1 law as applied to the facts discovered regarding the claims of Plaintiff, Defendants' defenses
2 thereto and the damages claimed by Plaintiff on behalf of the PAGA Members.

3 22. I further believe that the consideration and terms set forth in the Settlement
4 Agreement are fair, reasonable, and adequate and are in the best interests of the PAGA Members
5 in light of all known facts and circumstances, including the various defenses asserted by
6 Defendants, and numerous potential appellate issues. In addition, the prospect of a potential
7 adverse summary judgment ruling at trial, the difficulties of complex litigation, the lengthy
8 process of establishing specific damages and various possible delays and appeals, were also
9 carefully considered in agreeing to the proposed Settlement.

10 23. Defendants contends that Plaintiff and the PAGA Members were properly
11 compensated, and that they did not violate the Labor Code as to any of them. Defendants asserted
12 additional defenses to the PAGA claim as discussed above. These defenses present a risk to the
13 PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded

14 24. The Labor Code section 203 claim was uncertain given the defenses asserted for
15 the underlying claims as well as the lack of evidence of the "willfulness" prong necessary for a
16 Labor Code §203 claim. Plaintiff's counsel also recognized a risk of an adverse finding on given
17 Defendants' apparently compliant policies and procedures at the time of mediation. The labor
18 code section 226 claim was dependent on the underlying claims for failure to pay wages.

19 25. Further, Plaintiff's Counsel considered the fact that continued litigation would
20 likely take years and would be extremely expensive given the breadth and complexity of the
21 claims. In this case, post-trial and appellate proceedings are likely to occur, which will surely
22 drag the case far into the future even with a positive trial result. When facing a distant and unsure
23 resolution of the allegations in this action, the swift, sure and substantial Settlement is all the
24 more reasonable. Avoiding such costly litigation in favor of more immediate benefits to the
25 PAGA Members was a consideration favoring settlement. Given these realities, it is highly likely
26 that the future expense of this litigation, and its likely duration if the settlement is not approved,
27 would be significant and weigh heavily in favor of approval of this settlement.

Number of PAGA Pay Periods	4,922	
PAGA for Unpaid Wage Including Overtime (127 employees from 5/23/22 to 11/4/25)	\$492,200	\$100/\$0
PAGA for Meal Breaks (127 employees from 5/23/22 to 11/4/25- 16.6% violation rate)	\$81,705	\$100/\$100
PAGA for Wage Statements (127 employees from 5/23/22 to 11/4/25)	\$492,200	\$100/\$100
PAGA for Reimbursements (127 employees from 5/23/22 to 11/4/25)	\$123,050	\$100/\$100
PAGA for Maintaining Records	\$63,500	\$500/EE
Total PAGA Penalties	\$1,252,655	\$100/\$100

26. Based on the Gross Settlement Amount of \$150,000.00, 75% of this amount will be distributed to the LWDA and 25% to the PAGA Members. As such, provides on average each PAGA Member with approximately \$85.54. To the extent any amount for Attorneys' Fees, Costs, Settlement Administration Costs or Enhancements are not awarded, the difference in those amounts will be added to the Net Settlement Amount. This is a guaranteed amount of money paid to PAGA Members now, rather than the continued risk of further litigation and receiving no money sometime in the far future and after trial and appeals.

27. Plaintiff, as PAGA Representative, has provided extensive supporting documents and assisted Counsel in developing information necessary to litigate and settle this case. Plaintiff also conducted record review and consultation with counsel in preparation for discovery and eventual mediation, and to assist in evaluating and proving the claims. The Settlement provides for a Payment to be paid to the Plaintiff in the amount of \$10,000.00, subject to Court approval. The purpose is to compensate the Plaintiff as PAGA Representative an additional enhanced payment, taking into consideration the risks, time, effort and expenses incurred in coming

1 forward to provide invaluable information and negotiate and litigate this matter on behalf of all
2 PAGA Members who otherwise, would probably not file their own individual claims to recover
3 what may be relatively low damages. Further, the Payment of \$10,000.00 to Plaintiff is a very
4 fair and justified as part of the Settlement based on the risks Plaintiff has taken and benefits
5 conferred upon the Settlement Group. The Enhancement Award requested is reasonable in light
6 of Plaintiff's risks and efforts.

7 28. I have a great deal of experience in wage and hour class action litigation. I have
8 obtained certification of several classes, I have been approved as class counsel in many other
9 wage/hour class actions, and I am currently litigating numerous others. Although not an all-
10 inclusive list, over the years I have prosecuted the following class action matters as lead and/or
11 co-lead counsel, all of which implicated similar law and facts to those associated with this action:

12 a. *Aguilar v. 7-Eleven, Inc.*, et. al., Orange County Superior Court- Case No.:
13 30-2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking
14 premium wages for meal period and rest periods and resultant penalties. Class
15 Notice pending.

16 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN
17 DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action seeking past
18 wages of overtime for mis-classification of insurance claims adjusters employed
19 by Gallagher Bassett, a third party administrator (TPA) in the State of California.
20 Certification granted. Plaintiffs' counsel co-lead counsel. Case settled, Final
21 Approval granted, no objections and funds fully distributed.

22 c. *Dao v. 3M Company*, et al. USDC, CENTRAL DISTRICT, Case No. CV-
23 08-04554. Wage and Hour Class Action case seeking past wages for "off the
24 clock", overtime and meal and rest break violations for production workers in the
25 State of California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled,
26 Final Approval granted, no objections and funds fully distributed.

27 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638
28 ODW. Wage and Hour Class Action case seeking past wages for meal and rest

1 period violations for retail employees in the State of California. Plaintiffs' counsel
2 appointed co-lead counsel. Case settled, Final Approval granted, no objections
3 and funds fully distributed.

4 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case
5 No. SACV08-00412. Wage and Hour Class Action case seeking past wages for
6 meal and rest period violations for retail employees in the State of California.
7 Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final Approval
8 granted, no objections and funds fully distributed.

9 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles
10 County Superior Court, Case No. BC393709. Wage and Hour Class Action
11 seeking past wages for overtime, meal and rest break violations for driver
12 employees in the State of California. Settlement for "binding arbitration."
13 Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiffs'
14 counsel, lead trial counsel and class counsel.

15 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County
16 Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past
17 wages for overtime, meal and rest breaks violations for production employees in
18 the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled,
19 Final Approval granted, no objections and funds fully distributed.

20 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside
21 County Superior Court, Case No. RIC 440630. Wage and Hour Class Action
22 seeking past wages for overtime, meal and rest break violations for production
23 employees in the State of California. Plaintiffs' counsel appointed as co-lead
24 counsel. Case settled, Final Approval granted, no objections and funds fully
25 distributed.

26 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No.
27 05CC00293. Wage and Hour Class Action seeking past wages for unlawful
28 deductions, meal and rest break violations for restaurant employees in the State of

1 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final
2 Approval granted and funds fully distributed.

3 j. *Padron v. Universal Protection Service, et al*, Orange County Superior
4 Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages
5 for overtime, meal and rest break violations for security officers in the State of
6 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
7 Approval granted, no objections and funds fully distributed.

8 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior
9 Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class
10 Action seeking past wages for meal and rest break violations for security officers
11 employed by Defendants in the State of California. Plaintiffs' counsel and co-
12 counsel. Case settled, Final Approval granted and funds fully distributed.

13 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior
14 Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages
15 for overtime, meal and rest break violations for housekeepers employed by
16 Defendants in the State of California. Plaintiffs' counsel appointed as lead
17 counsel. Case settled, Final Approval granted, no objections and funds fully
18 distributed.

19 m. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al.*, USDC, CENTRAL
20 DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past
21 wages for meal and rest period violations for non-exempt employees employed by
22 Defendants in the state of California. Case settled. Awaiting Preliminary
23 Approval hearing. Plaintiff has petitioned the Court for Lead Counsel.

24 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
25 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past
26 wages for field and branch employees of Defendants in the State of California.
27 Plaintiffs' counsel appointed as lead counsel. Case settled and awaiting Final
28 Approval.

1 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case
2 No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
3 employees of Defendants in the State of California. Plaintiffs' counsel appointed
4 as lead counsel. Case settled, Final Approval granted, no objections and funds
5 fully distributed.

6 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court,
7 Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime,
8 meal and rest break violations for security guards employed by Defendants in the
9 State of California. Plaintiffs' counsel appointed as lead counsel. Case settled,
10 Final Approval granted, no objections and funds fully distributed.

11 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles
12 Superior Court, Case No. BC411477. Wage and Hour Class Action seeking
13 unpaid meal and rest break violations for production employees employed by
14 Defendants in the State of California. Plaintiff counsel appointed as lead counsel.
15 Case settled, Final Approval granted, no objections and funds fully distributed.

16 r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court,
17 Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal
18 and rest break violations for restaurant employees employed by Defendants in the
19 State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled,
20 Final Approval granted, no objections and funds fully distributed.

21 s. *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case
22 No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for
23 mis-classification of managers employed by Defendants, DBA Carl's Jrs. in the
24 State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled,
25 Final Approval granted, no objections and funds fully distributed.

26 t. *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court,
27 Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for
28 meal and rest break violations for retail employees employed by Defendants in the

1 State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final
2 Approval granted, no objections and funds fully distributed.

3 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court,
4 Case No. 07CC00015. Wage and Hour Class Action seeking past wages of
5 overtime for mis-classification of managers employed by Defendants in the State
6 of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final
7 Approval granted, no objections and funds fully distributed.

8 v. *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior
9 Court, Case No. 07CC01347. Wage and Hour Class Action seeking past wages
10 for overtime, meal and rest break violations for production workers employed by
11 Defendants in the State of California. Plaintiffs' counsel appointed lead counsel.
12 Cased settled; final approval granted; no objections and funds fully distributed.

13 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior
14 Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for
15 overtime, meal and rest period violations for production employees employed by
16 Defendants in the State of California. Plaintiff counsel appointed as lead counsel.
17 Case settled, Final Approval granted, no objections and funds fully distributed.

18 29. Here, the Parties' agreement to pay Counsel Fees of \$52,500.00 of the Gross
19 Settlement Amount is reasonable.

20 30. First, the requested fees are justified by the result achieved. Plaintiff's Counsel
21 negotiated a recovery of \$150,000.00 and this result justifies the requested fees equal to 35% of
22 this recovery (\$52,500.00). This percentage is within the standard contingent recovery
23 percentage. Second, the requested fees are justified by the work performed and the results
24 achieved. Finally, Plaintiff's counsel's lodestar far exceeds the amount requested.

25 31. The award of litigation expenses is based upon the actual expenses incurred by
26 Plaintiff's Counsel, and were all reasonably necessary to the litigation, and are detailed in **Exhibit**
27 **#2** attached hereto. Under the Agreement, Plaintiffs' Counsel will be recovering litigation
28 expenses in the total amount not to exceed \$20,000.00

1 32. The California Labor Workforce Development Agency (“LWDA”) is being served
2 with a copy of this motion with the Settlement Agreement through the online process as required
3 by Labor Code § 2699(l).

4 I declare under penalty of perjury that the foregoing is true and correct. Executed on May
5 26, 2026 at Irvine, California.

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7 _____
8 James R. Hawkins
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Exhibit 1

9 Attorneys for Plaintiff
ERMELINDA FIGUEROA

COUNTY OF SACRAMENTO

ERMELINDA FIGUEROA, individually and
on behalf of the general public as private
attorney general

) Case No. 34-2022-00323923
) Assigned for all purposes to Hon. Lauri A.
) Damrell, Dept. 28

Plaintiffs,

JOINT STIPULATION OF SETTLEMENT AND RELEASE OF PAGA ACTION

V.

Action Filed: July 21, 2022

BECKMAN COULTER, INC., a Delaware corporation, KELLY SERVICES GLOBAL, LLC, a Michigan limited liability company, and DOES 1-50, inclusive,

Defendants.

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

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement” or “Agreement”) is made and entered into between Plaintiff ERMELINDA FIGUEROA (“Plaintiff”), individually and on behalf of the proposed PAGA Group (defined below), and Defendants BECKMAN COULTER, INC., a Delaware corporation and KELLY SERVICES GLOBAL, LLC, a Michigan limited liability company, (collectively “Defendants”) (collectively, the “Parties,” individually a “Party”). This Agreement is subject to approval of the Court and is made for the sole purpose of attempting to consummate the settlement of the Action (defined below) on a PAGA basis subject to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting approval of the PAGA Settlement (defined below) and enter judgment thereon, or the conditions precedent are not otherwise met for any reason, this Agreement is void and of no force or effect whatsoever.

1. DEFINITIONS

As used in this Agreement, the following terms and/or phrases shall have the meanings specified below. To the extent terms and/or phrases used in this Agreement are not specifically defined below, but are defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

1.1 Action. “Action” shall mean this civil action entitled *ERMELINDA FIGUEROA v. BECKMAN COULTER, INC., et al.*, Sacramento County Superior Court Case No. 34-2022-00323923, filed on or about July 21, 2022, and the underlying initial PAGA Notice sent to the Labor and Workforce Development Agency (“LWDA”) by Plaintiff on May 16, 2022.

1.2 Approval and Fairness Hearing. “Approval and Fairness Hearing” shall mean the Court’s hearing held to ascertain the fairness, reasonableness, and adequacy of the PAGA Settlement. At this hearing, the Court will also consider PAGA Counsel’s application for Attorneys’ Fees and Expenses, the PAGA Representative Enhancement Award, the Administration Expenses, and approval of the PAGA Payment.

1.3 Approval Date. “Approval Date” shall mean the date upon which the Court enters

an order granting approval of the PAGA Settlement and enters Judgment.

1.4 **Claims.** “Claims” shall mean the claims and theories asserted and causes of action alleged in the Action, or that could have been alleged in the Action, including the PAGA penalties alleged in the Action.

1.5 **Court.** “Court” shall mean the Superior Court of California, in and for the County of Sacramento.

1.6 **Defendants.** “Defendants” shall mean BECKMAN COULTER, INC., a Delaware corporation (“Beckman”) and KELLY SERVICES GLOBAL, LLC, a Michigan limited liability company (“Kelly”).

1.7 **Defense Counsel.** “Defense Counsel” shall mean Timothy M. Rusche of McGuireWoods LLP who represents Defendant BECKMAN COULTER, INC. and Daniel D. Spencer and Eisha Perry of Duane Morris LLP who represents KELLY SERVICES GLOBAL, LLC.

1.8 **Effective Date.** “Effective Date” shall mean the date on which the terms of settlement embodied in this Agreement along with all associated releases become effective, which occur only after all of the following events have first occurred: (i) this Settlement has been executed by all Parties and their respective counsel; (ii) the date of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant, (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part, (iv) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (v) if no appeal is filed, the sixty-sixth (66th) day after the Court enters final approval of the Settlement and enters Judgment approving this Agreement. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s order approving the Settlement is completely final, there is no

further recourse by an appellant or objector who seeks to contest the Settlement, and the Gross Settlement Amount has been provided to the Administrator.

1.9 **Enhancement Award to Plaintiff.** “Enhancement Award” shall mean the amount of \$10,000 to Plaintiff for her services in exchange for her general release of all claims, subject to Court approval.

1.10 **Gross Settlement Amount (GSA).** “Gross Settlement Amount” and/or “GSA” means the agreed upon non-reversionary settlement amount totaling \$150,000, of which \$92,500 shall be paid by Kelly and \$57,500 shall be paid by Beckman in full settlement of the Released Claims asserted in this case, which includes the Attorneys’ Fees and Expenses, Settlement Administration Fees, Enhancement Award to Plaintiff (if any), and the LWDA Payment, and Individual Settlement Payments. In no event shall Defendants be required to pay more than the Gross Settlement Amount.

1.11 **Individual Settlement Payment.** “Individual Settlement Payment(s)” shall mean the proportionate share of the Net Settlement Amount to be distributed to each PAGA Member based on the number of his or her Pay Periods worked in the PAGA Period in relation to the total aggregate number of Pay Periods worked by the Settlement Group during the PAGA Period.

1.12 **Net Settlement Amount (“NSA”).** “Net Settlement Amount” and/or “NSA” shall mean the Gross Settlement Amount, minus the Court-approved amounts awarded for the Attorneys’ Fees and Expenses, Settlement Administration Fees, and the Enhancement Award to Plaintiff (if any). The Parties intend that the NSA shall be sufficient to pay all Individual Settlement Payments to Settlement Group Members and for the payment to the Labor Workforce and Development Agency (the “LWDA Payment”). The NSA allocation shall be made as follows: seventy-five percent (75%) to the LWDA Payment and twenty-five percent (25%) to the Individual Settlement Payments.

1.13 **PAGA:** “PAGA” refers to the *Labor Code* Private Attorneys’ General Act of 2004, *Labor Code* §§ 2699, *et seq.*

1.14 **PAGA List:** “PAGA List” shall mean the information for each PAGA Member which Kelly shall compile from its business records and provide to the Administrator for purposes of providing notice of the Settlement to the PAGA Group. The PAGA List shall be in a readable,

ready to use, MS Excel spreadsheet, which will provide for each Settlement Group Member, the following information: (a) full name; (b) last-known mailing address; (c) last known telephone number; (d) Social Security number; (e) dates of employment(s); and (f) number of Pay Periods employed as a PAGA Member during the PAGA Period. The PAGA List will be provided to the Settlement Administrator within thirty (30) days of Defendants' receipt of written notification that the Court has granted approval of the Settlement.

1.15 **PAGA Counsel:** "PAGA Counsel" refers to James Hawkins APLC, 9880 Research Drive, Suite 200, Irvine, CA 92618.

1.16 **Attorneys' Fees and Expenses:** "Attorneys' Fees and Expenses" shall mean PAGA Counsel's attorneys' fees and expenses to be requested and subject to approval by the Court at the time of the Approval and Fairness Hearing in an amount not to exceed \$52,500 for attorneys' fees and in an amount not to exceed \$20,000 for expenses.

1.17 **PAGA Member(s):** "PAGA Member(s)," the "PAGA Employee(s)" "PAGA Group," and/or "Settlement Group Members" shall mean current and former non-exempt and/or hourly paid California employees of Kelly Services who were assigned to work at Beckman at any time from May 16, 2021 to the date the Court approves the settlement. At the time of mediation, November 4, 2025, Defendants represented there were 127 PAGA Members.

1.18 **PAGA Period.** "PAGA Period" means the period from May 16, 2021 until 60-days after the date the mediator's proposal is accepted or the date the Court approves the settlement.

1.19 **PAGA Release.** See Released Claims, defined in para. 1.23, *infra*

1.20 **Parties.** "Parties" shall mean Plaintiff (defined below) and Defendants.

1.21 **Pay Periods.** "Pay Periods" means the number of pay periods a PAGA Member was employed and worked during the PAGA Period. At the time of mediation, on November 4, 2025, Kelly represented there was approximately 5,000 pay periods during the PAGA Period.

1.22 **Plaintiff.** "Plaintiff" and "PAGA Representative" shall mean Plaintiff ERMELINDA FIGUEROA.

1.23 **Released Claims.** "Released Claims" shall mean all PAGA claims for civil penalties under *Labor Code* §§ 2698 *et seq.*, arising from the facts that were alleged or could have

1 been alleged in the Action, or are reasonably related to the factual allegations in the Action, regardless
2 of theory of liability, including PAGA penalties for alleged violations of Labor Code §§ 201-203,
3 212-213, 226, 510, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802.

4 1.24 **Released Parties.** “Released Parties” shall mean Defendants and each of their
5 officers, directors, executives, partners, managers, owners, shareholders, members, employees,
6 agents, attorneys, any of its former and present parent corporations, sister corporations, subsidiaries,
7 successors, predecessors, insurers, assigns, affiliates, and their officers, directors, managers, owners,
8 executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns,
9 or legal representatives.

10 1.25 **Settlement.** “Settlement” shall mean the settlement between Parties, which is
11 memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

12 1.26 **Settlement Administrator.** “Settlement Administrator” or “Administrator” shall
13 mean Ilym Group, Inc., the third-party settlement administrator selected by the Parties and to be
14 approved by the Court, which the Parties have agreed will be responsible for administration of the
15 Settlement and related matters. The Administrator’s fees and expenses are estimated to not exceed
16 \$3,750.00.

17 1.27 **Settlement Letter.** “Settlement Letter” shall mean the letter accompanying the
18 Individual Settlement Payments attached, in substantial form, as **Exhibit A.**

19 2. **RECITALS - FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

20 2.1 On May 16, 2022, Plaintiff sent the PAGA Notice to the Labor and Workforce
21 Development Agency (“LWDA”).

22 2.2 On July 21, 2022, Plaintiff filed the Action in Sacramento Superior Court.

23 2.3 On November 4, 2025, the Parties later agreed to mediation with experienced
24 wage and hour mediator Daniel Turner, Esq., and prior to the mediation, Plaintiff requested, and
25 received, informal discovery from Defendants to evaluate the claims and theories alleged and
26 defenses thereto. With the continued assistance of the mediator, the Parties were able to resolve the
27 matter.

28 2.4 The Parties and their respective counsel believe this Agreement reflects a fair,

adequate, and reasonable settlement of the Action and have arrived at this Agreement as a result of arms'-length negotiations, facilitated by an experienced and neutral mediator, taking into account all relevant present and potential factors.

3. **ALLEGATIONS OF THE PAGA REPRESENTATIVE AND BENEFITS OF THE SETTLEMENT**

3.1 The investigation and extensive exchange of information and informal discovery conducted in this matter, as well as discussions between counsel have been adequate to give PAGA Counsel an understanding of the merits of the Parties' respective positions and to evaluate the potential value of the claims of the Settlement Group. The information and data exchanged by the Parties prior to and during mediation and settlement negotiations are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

3.2 The Parties recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendants through trial and through appeals. PAGA Counsel has considered the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as the difficulties and delays inherent in such litigation, as well as those involved in potentially taking the claims of the Settlement Group to trial. PAGA Counsel believes that the Settlement set forth in this Agreement confers substantial benefits upon Plaintiff and the Settlement Group Members and that an independent review of this Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, PAGA Counsel has determined that the Settlement set forth in the Agreement is in the best interests of Plaintiff and the PAGA Group.

4. **NO ADMISSION OF LIABILITY OR REPRESENTATIVE MANAGEABILITY**

4.1 This Agreement represents a compromise and settlement of highly disputed claims. This Agreement does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability by Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against Defendants in the Action. Defendants deny each and all of Plaintiff's claims and allegations in the Action in their entirety. The Parties agree that representative

1 treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this
2 Settlement, Defendants reserves all available defenses to the claims in the Action, and Plaintiff
3 reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties'
4 willingness to settle the Action will have no bearing on and will not be admissible except for
5 proceedings to enforce or effectuate the Settlement and this Agreement.

6 4.2 Nothing in this Agreement nor any action taken or made in implementation
7 thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged,
8 issued, or used during the course of the negotiations leading to the Agreement, is intended by the
9 Parties to, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any
10 way in this case or any other judicial, arbitral, administrative, investigative or other forum or
11 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
12 regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding
13 the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the
14 interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the
15 Court entered into in connection therewith.

16 4.3 The Parties agree that Plaintiff's motion for approval of the Settlement and
17 Defendants' agreement thereto is for purposes of the Settlement of this Action only. If, for any
18 reason, the Settlement is not approved, this Agreement will not be admissible in this or any other
19 proceeding as evidence that (i) the Action should proceed forward, or (ii) Defendants are liable to
20 Plaintiff or the Settlement Group Members as Plaintiff alleged. In the event that this Agreement is
21 not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable,
22 Defendants will not be deemed to have waived, limited, or affected in any way any of their objections
23 or defenses in the Action, including, but not limited to, their ability to move to compel arbitration,
24 raise defenses in opposition to the Action, contest the merits of the claims and theories alleged, etc.

25 5. **SETTLEMENT CONSIDERATION**

26 5.1 **Gross Settlement and Net Settlement Amounts and Distribution.** The Gross
27 Settlement Amount and other actions and forbearances taken by Defendants shall constitute adequate
28 consideration for the Settlement and will be made in full and final payment of: (a) the Released

1 Claims; (b) Attorneys' Fees and Expenses; (c) Administration Expenses; (d) LWDA Payment; (e)
2 the Enhancement Award to Plaintiff (if any); and (d) the Individual Settlement Payments to
3 Settlement Group Members, and any other obligation of Defendants under this Agreement.

4 5.2 **Payments to Settlement Group Members.** Each Settlement Group Member
5 shall be eligible to receive an Individual Settlement Payment. The Parties understand that Settlement
6 Group Members who receive an Individual Settlement Payment pursuant to this Agreement shall be
7 solely responsible for any and all other individual tax obligations associated with the payment.

8 5.3 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid
9 under the Settlement will modify any previously credited hours, days, or weeks of service under any
10 employee benefit plan, policy or bonus program sponsored by Defendants (or its affiliates, parents
11 or successors). Such amounts will not form the basis for additional contributions to, benefit under,
12 or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus
13 programs, if any. The payments made under the terms of this Settlement shall not be applied
14 retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of
15 compensation for the purposes of any of Defendants' benefit plans, policies or bonus programs, if
16 any. Defendants retains the right to modify the language of its benefits plans, policies, and bonus
17 programs to effect this intent, and to make clear that any amounts paid pursuant to this Agreement
18 are not for "hours worked," "weeks worked," "weeks paid," "weeks of service," or any similar
19 measuring term as defined by applicable plans, policies, and/or bonus programs for purpose of
20 eligibility, vesting, benefit accrual, and/or any other purpose, and that additional contributions or
21 benefits are not required by this Agreement. Defendants do not consider the Individual Settlement
22 Payments "compensation" for purposes of determining eligibility for, or benefit accrual within, any
23 benefits plan, policy, or bonus program, or any other plan or program sponsored by Defendants (or
24 its affiliates, parents or successors), if any.

25 5.4 **Attorneys' Fees and Expenses.** As part of the motion for approval of the
26 Settlement, PAGA Counsel may submit an application for an award of Attorneys' Fees and Expenses.
27 Defendants agree not to object to any such fee, cost or expense application in line with this
28 Agreement and in an amount not to exceed 35% of the Gross Settlement Amount for attorneys' fees

1 and \$20,000 for costs. As a condition of this Settlement, PAGA Counsel has agreed to pursue fees
2 and costs only in the manner reflected by this Agreement. Any PAGA Counsel Attorneys' Fee and
3 Expenses awarded by the Court shall be paid from the Gross Settlement Amount. If PAGA Counsel
4 voluntarily reduces the request for Attorneys' Fees and Expenses or the Court's award is less than
5 set forth above, the difference shall remain in and be included with the Net Settlement Amount. If
6 the Court does not approve an award of attorneys' fees equal to the requested amount, or the Court
7 alters the payment methodology described herein, Plaintiff's Counsel agrees not to seek additional
8 review of the Court's decision regarding attorneys' fees, and this Settlement will be enforceable.

9 The Attorneys' Fees and Expenses approved by the Court shall encompass: (a) all work
10 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
11 represent the Settlement Group through the date of this Agreement; (b) all work to be performed and
12 costs to be incurred in connection with approval by the Court of the Settlement set forth in this
13 Agreement; (c) all work to be performed and costs and expenses, if any, incurred in connection with
14 administering the Settlement through the Effective Date; and (d) may be based on the Catalyst Theory
15 and/or Common Fund Doctrine.

16 5.5 **Payment of Attorneys' Fees and Expenses.** Attorneys' Fees and Expenses as
17 awarded by the Court shall be paid by the Settlement Administrator within thirty (30) days of the
18 Effective Date.

19 5.6 **Enhancement Award to Plaintiff.** Plaintiff shall be paid \$10,000 as an
20 Enhancement Award as subject to Court approval. The Court's approval of a lesser amount does not
21 provide grounds to abrogate this Agreement. The Settlement Administrator shall report this payment
22 on IRS Forms 1099.

23 5.7 **Escalator Clause.** The GSA is based on Kelly Services' representation that the
24 PAGA Employees worked approximately 5,000 pay periods as of the date of the mediation. In the
25 event the number of pay periods worked by the PAGA Employees in the PAGA Period increase by
26 more than 10%, Defendants shall have the option of either: (i) increasing the GSA on a pro-rata basis
27 equal to the percentage increase in the number of pay periods worked by the PAGA Employees above
28 10% (for example, if the number of pay periods increases by 11%, the GSA will increase by 1%), or

(ii) shorten the release period to an earlier date at which only 5,000 pay periods plus an additional 10% are covered by the PAGA Period.

6. **ADMINISTRATION COSTS AND EXPENSES**

6.1 **The Settlement Administrator's Costs and Expenses.** All costs and expenses due to the Settlement Administrator in connection with its administration of the Settlement described in the Agreement, including, but not limited to, formatting and mailing the Settlement Letter and Individual Settlement Payments, performing a National Change of Address database search to update Settlement Group Members addresses prior to the mailing, performing skip-traces to locate and update Settlement Group Members' addresses, calculating, and distributing Individual Settlement Payments, and any other tasks requested by the Parties or by the Court, among other tasks as reflected within this Agreement, will be paid through the Gross Settlement Amount.

7. **FUNDING AND DISTRIBUTION**

7.1 **Funding of the Gross Settlement Amount.** The Settlement Administrator will provide Defendants with its bank wire instructions to establish the Qualified Settlement Fund (QSF). Within thirty (30) days of the Effective Date, Defendants shall transmit the Gross Settlement Amount to the Settlement Administrator.

7.2 **Distribution of the Gross Settlement Amount.** Within 30 calendar days of the Effective Date, the Administrator will pay to Settlement Group Members, their Individual Settlement Payments via first-class regular U.S. Mail; to PAGA Counsel, the Court-awarded Attorneys' Fees and Expenses; to the LWDA, the Court-approved LWDA Payment; Enhancement Award to Plaintiff (if any); and to the Administrator, the Court-awarded Administration Fees and Expenses. The NSA allocation shall be made as follows: seventy-five percent (75%) to the Labor Workforce and Development Agency and twenty-five percent (25%) to the Individual Settlement Payments.

7.3 **Non-Cashed Settlement Checks.** Settlement Group Members shall have one hundred eighty days (180) to cash their checks. Any funds associated with uncashed checks after one hundred eighty (180) days will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California *Civil Code* § 1500, *et seq.*, for the benefit of those Settlement Group Members whose checks were voided.

6.4 **Discharge of Obligations.** Defendants fully discharge their obligations to Plaintiff and the PAGA Employees through Defendants' payment of the Gross Settlement Amount to the QSF, regardless of whether checks are received and/or negotiated by PAGA Employees. Once Defendants have complied with their obligation to fund the Gross Settlement Amount, they will be deemed to have satisfied all terms and conditions under this Agreement, and Defendants shall be entitled to all protections afforded to them under this Agreement, regardless of what occurs with respect to the further administration of the Settlement, including any requests to be included as PAGA Employees, challenges to the completeness or accuracy of any PAGA Payment, or issues regarding the completeness or accuracy of pay period calculations or the settlement data. Neither Defendant nor Plaintiff shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

7.5 **SETTLEMENT ADMINISTRATOR DUTIES.**

The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise. The Settlement Administrator will, as necessary, print, copy, format, and translate materials, mail notices to PAGA Employees, perform a skip trace for undeliverable addresses, establish and maintain a QSF, obtain appropriate tax identification numbers, calculate Individual Payments, calculate taxes, prepare and file all required IRS Forms, mail Individual PAGA Payments and tax forms, establish a hotline telephone number for PAGA Employee communications, post notices regarding settlement on the Settlement Administrator's website, remit all tax payments and required documentation to federal and state taxing authorities, implement the process for any uncashed settlement checks, and perform all other duties associated with settlement administration, including, but not limited to, all those specified in this Agreement. Any dispute relating to settlement administration shall, after good-faith efforts by the Parties to resolve the dispute, be referred to the Court.

8. **NULLIFICATION OF THIS AGREEMENT**

8.1 **Non-Approval of the Agreement.** If (a) the Court should for any reason fail to

1 approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any reason
 2 fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is reversed,
 3 modified or declared or rendered void, then the Settlement shall be considered null and void, and
 4 neither the Settlement nor any of the related negotiations or proceedings shall be of any force or
 5 effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the
 6 Settlement has been neither entered into nor filed with the Court. Notwithstanding the foregoing, the
 7 Parties may attempt in good faith to cure any perceived defects in the Agreement to facilitate
 8 approval. In the event the Court awards less than the requested amounts for Administration Fees,
 9 PAGA Counsel's Attorneys' Fees and Expenses, Enhancement Award to Plaintiff (if any), or the
 10 PAGA Payment, the difference shall become part of the Net Settlement Amount.

11 8.2 **Invalidation.** Invalidation of any material portion of the Settlement shall
 12 invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the
 13 remaining provisions of the Settlement are to remain in full force and effect.

14 8.3 **Stay Upon Appeal.** In the event of a timely appeal from the approval of the
 15 Settlement and Judgment, the Judgment shall be stayed, and Defendants shall not be obligated to
 16 fund the Gross Settlement Amount or take any other actions required by this Agreement until all
 17 appeal rights have been exhausted by operation of law.

18 9. **MOTION OR STIPULATION FOR COURT APPROVAL**

19 9.1 **Approval.** PAGA Counsel will submit this Agreement to the Court along with a
 20 Motion or Stipulation for an Order Granting Approval of the Settlement.

21 10. **RELEASES AND WAIVERS**

22 10.1 **Plaintiff's Release.** Plaintiff and his or her respective former and present spouses,
 23 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and
 24 assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences
 25 that occurred at any time up to the execution of this Agreement, including, but not limited to: (a) the
 26 Released Claims; (b) all claims that were, or reasonably could have been, alleged, based on the facts
 27 contained in the Operative Complaint and the PAGA Notice; and (c) all claims arising from
 28 Plaintiffs' employment with Kelly and/or assignment with Beckman. Upon approval of the PAGA

1 settlement, Plaintiff shall file a dismissal with prejudice of the arbitration against Defendants pending
2 before the American Arbitration Association, Case No. 01-23-0004-0515.

3 **10.2 Plaintiff's Release.** Plaintiff's Release does not extend to any claims or actions
4 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
5 benefits, social security benefits, workers' compensation benefits that arose at any time, or based on
6 occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or
7 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true
8 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
9 notwithstanding such different or additional facts or Plaintiff's discovery of them.

10 **10.3 Plaintiff's Waiver of Rights Under California Civil Code § 1542.** For purposes
11 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
12 if any, of California *Civil Code* § 1542, which reads:

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

19 **10.4 Settlement Group Members' Release.** Upon the Effective Date, Plaintiff, the
20 Settlement Group Members, and the State of California vis-à-vis the LWDA, shall hereby release the
21 Released Parties for the Released Claims arising during the PAGA Period.

22 **11. DUTIES OF THE PARTIES**

23 **11.1 Mutual Full Cooperation.** The Parties agree to cooperate fully with one another
24 to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not
25 be limited to, execution of such other documents and the taking of such other actions as may
26 reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts,
27 including all effects contemplated by this Agreement and any other efforts that may become
28 necessary by Court order or otherwise, to obtain the Court's Approval of this Agreement and

1 effectuate the terms of this Agreement. As soon as practicable after execution of this Agreement,
2 PAGA Counsel, with the cooperation of Defendants and Defense Counsel, shall take all necessary
3 and reasonable steps to obtain the Court's approval of this Agreement.

4 11.2 **Duty to Support and Defend the Settlement.** The Parties agree to abide by all
5 of the terms of the Settlement in good faith and to support the Settlement fully and to use their best
6 efforts to effectuate Approval of this Settlement and defend this Settlement from any legal challenge,
7 whether by appeal or collateral attack.

8 12. **MISCELLANEOUS PROVISIONS**

9 12.1 **Different Facts.** The Parties hereto, and each of them, acknowledge that, except
10 for matters expressly represented herein, the facts in relation to the dispute and all claims released
11 by the terms of this Agreement may turn out to be other than or different from the facts now known
12 by each party and/or their counsel, or believed by such Party or counsel to be true, and each Party
13 therefore expressly assumes the risk of the existence of different or presently unknown facts, and
14 agrees that this Agreement shall be in all respects effective and binding despite such difference.

15 12.2 **No Prior Assignments.** The Parties represent, covenant, and warrant that they
16 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
17 encumber, to any person or entity, any portion of any liability, claim, demand, action, cause of action,
18 and/or right herein released or discharged, except as set forth herein.

19 12.3 **No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendants nor Defense
20 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement
21 be relied upon as such within the meaning of United States Treasury Department Circular 230 (31
22 CFR Part 10, as amended) or otherwise.

23 12.4 **Non-Admission.** Nothing in this Agreement shall be construed as or deemed to
24 be an admission by any Party of any liability, culpability, negligence, or wrongdoing, toward any
25 other Party, or any other person, including but not limited to members of the Settlement Group, and
26 the Parties specifically disclaim any culpability, negligence, or wrongdoing toward each other or any
27 other person. Each of the Parties has entered into this Agreement with the intention to avoid further
28 disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein

1 shall constitute any admissions by Defendants of wrongdoing or liability, or of the truth of any factual
2 allegations in the Action. Nothing herein shall constitute any admission by Defendants regarding the
3 merits of the Claims in this Action. Nothing herein shall constitute an admission by Defendants that
4 the Action was properly brought as a representative action other than for settlement purposes. To the
5 contrary, Defendants has denied and continues to deny each and every material factual allegation and
6 all Claims. To this end, the Settlement of the Action, the negotiation and execution of this Agreement,
7 and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the
8 Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of
9 any wrongdoing or liability on the part of Defendants or of the truth of any of the factual allegations
10 in the Action; and are not, shall not be deemed to be, and may not be used as, an admission or
11 evidence of any fault or omission on the part of Defendants in any civil, criminal, or administrative
12 proceeding in any court, administrative or other agency, or other tribunal.

13 12.5 **Media or Press.** Plaintiff and Defendants, and their respective counsel, agree to
14 limit public comment on this Settlement, the Action, and claims in the Action, by agreeing to only
15 stating that the matter has been resolved to the satisfaction of the Parties. The Parties and their
16 respective counsel shall not initiate public comment and/or discuss with or present to the media or
17 press.

18 12.6 **Construction.** The Parties hereto agree that the terms and conditions of this
19 Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the
20 Parties and that this Agreement is not to be construed in favor of or against any party by reason of
21 the extent to which any Party or their counsel participated in the drafting of this Agreement. If any
22 of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be
23 extended to the next business day.

24 12.7 **Governing Law.** This Agreement is intended to and shall be governed by the laws
25 of the State of California, without regard to conflict of law principles, in all respects, including
26 execution, interpretation, performance, and enforcement.

27 12.8 **Captions and Interpretations.** Section titles or captions contained herein are
28 inserted as a matter of convenience and for reference only, and in no way define, limit, extend, or

1 describe the scope of this Agreement or any provision thereof.

2 12.9 **Modification.** This Agreement may not be changed, altered, or modified, except
3 in writing signed by the Parties and approved by the Court. This Agreement may not be discharged
4 except by performance in accordance with its terms or by a writing signed by the Parties.

5 12.10 **Integration Clause.** This Agreement contains the entire agreement between the
6 Parties relating to the Settlement of the Action and the transactions contemplated thereby (, and all
7 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
8 or written, and whether by a Party or such Party's legal counsel, are hereby superseded. No rights
9 under this Agreement may be waived except in writing as provided above.

10 12.11 **Successors and Assigns.** This Agreement shall be binding upon and inure to the
11 benefit of the Parties and Settlement Group Members and their respective present and former heirs,
12 spouses, trustees, executors, administrators, representatives, officers, directors, shareholders, agents,
13 employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare
14 benefit plans, fiduciaries, parent companies, sister companies, subsidiaries, affiliates, related
15 companies, joint ventures, predecessors, successors, and assigns.

16 12.12 **Confidentiality.** To the extent permitted by law, all agreements made, and orders
17 entered during Action and in this Agreement relating to the confidentiality of information shall
18 survive the execution of this Agreement. Plaintiff and PAGA Counsel agree that they have not and
19 will not publish this Agreement. In response to any inquiries, Plaintiff will state that "the case was
20 resolved, and it was resolved confidentially." PAGA Counsel shall not report the Settlement or
21 Agreement in any medium or in any publication, shall not post or report anything regarding the
22 claims of Plaintiff or the Agreement on their website and shall not contact any reporters or media
23 regarding the Settlement Agreement. Despite this provision, PAGA Counsel can discuss the
24 Settlement Agreement with Plaintiff and Aggrieved Employees and in any filings with the Court.
25 Nothing in this Agreement, however, prevents PAGA Employees from discussing or disclosing
26 information about unlawful acts in the workplace, such as harassment or discrimination or any other
27 conduct that they have reason to believe is unlawful, or discussing with any person or persons wages,
28 hours or other terms and conditions of employment, nor from engaging in lawful protected activity

1 with or on behalf of coworkers regarding same

2 12.13 **Use and Return of Aggrieved Employee Data.** Information provided to PAGA
3 Counsel pursuant to *Evidence Code* § 1152, and all copies and summaries of the PAGA List provided
4 to PAGA Counsel by Defendants or Defendants' counsel in connection with the mediation, other
5 settlement negotiations, or in connection with the Settlement, may be used only with respect to this
6 Settlement, and no other purpose, and may not be used in any way that violates any existing
7 contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator
8 discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and
9 electronic versions of Aggrieved Employee Data received from Defendants and/or Defendants'
10 counsel unless, prior to the Administrator's payment of all Settlement Funds, Defendants and/or
11 Defendants' counsel makes a written request to PAGA Counsel for the return, rather than the
12 destructions, of Aggrieved Employee Data.

13 12.14 **Corporate Signatories.** Any person executing this Agreement or any such related
14 document on behalf of a corporate signatory or partnership hereby warrants and promises, for the
15 benefit of all Parties hereto, that such person has been duly authorized by such corporation or
16 partnership to execute this Agreement or any related document.

17 12.15 **Attorney Authorization.** PAGA Counsel and Defense Counsel separately
18 warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all
19 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to
20 effectuate its terms, and to execute any other documents reasonably required to effectuate the terms
21 of this Agreement including any amendments to this Agreement

22 12.16 **Calendar Days.** Unless otherwise noted, all reference to "days" in this Agreement
23 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
24 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

25 12.17 **Notice.** All notices, demands or other communications between the Parties in
26 connection with this Agreement will be in writing and deemed to have been duly given as of the third
27 business day after mailing by United States mail, or the day sent by email or messenger, addressed
28 as follows:

To Plaintiff:

JAMES HAWKINS APLC
James R. Hawkins
Gregory Mauro
Michael Calvo
Lauren Falk
Ava Issary
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

To Defendants:

McGUIREWOODS LLP
Timothy M. Rusche (SBN 230036)
Email: trusche@mcguirewoods.com
Peter J. Choi (SBN 306763)
Email: pchoi@mcguirewoods.com
1800 Century Park East, 8th Floor
Los Angeles, CA 90067-1501
Telephone: 310.315.8200
Facsimile: 310.315.8210

Attorneys for Defendant
BECKMAN COULTER, INC.,

DUANE MORRIS LLP
Gerald Maatman
Jennifer A. Riley
Daniel D. Spencer
865 South Figueroa Street, Suite 3100
Los Angeles, CA 90017-5450

DUANE MORRIS LLP

Eisha Perry
One Market Plaza, Suite 2200
San Francisco, CA 94105-1127

Attorneys for Defendant
KELLY SERVICES GLOBAL, LLC

12.18 **Execution in Counterparts.** This Agreement shall become effective upon its execution by all of the undersigned. This Agreement may be executed in one or more counterparts

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.

12.19 **Attorneys' Fees, Costs and Expenses.** Except as otherwise specifically provided for in this Agreement, each Party shall bear their or its own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action, and shall not seek reimbursement thereof from any other Party to this Agreement; provided, however, in the event that Plaintiff or Defendants institute any legal action or other proceeding against any other party to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

12.20 **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement or unless nullified as set forth above.

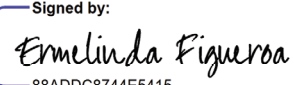
12.21 **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

1 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
2 the below dates of the signatures of their representatives. The date of the Agreement shall be the date
3 of the last signature.

4 4/13/2026

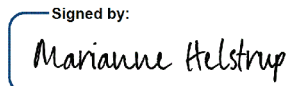
5 Dated: April __, 2026

Plaintiff ERMELINDA FIGUEROA

6
7 By:  Signed by:
8 ERMELINDA FIGUEROA
9

10 Dated: April 29, 2026

Defendant BECKMAN COULTER

11 By:  Signed by:
12 ECBD8BA1DF37478...
13
14
15

16 Dated: April __, 2026

Defendant KELLY SERVICES GLOBAL, LLC

17
18
19 By: _____

20 [Signatures continued on Next Page]
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1 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
2 the below dates of the signatures of their representatives. The date of the Agreement shall be the date
3 of the last signature.

4
5 Dated: April __, 2026

Plaintiff ERMELINDA FIGUEROA

6
7 By: _____
8 ERMELINDA FIGUEROA

9
10 Dated: April __, 2026

Defendant BECKMAN COULTER

11
12 By: _____

13
14
15
16 Dated: April __, 2026

02-Apr-2026 | 1:57 PM EDT Defendant KELLY SERVICES GLOBAL, LLC

17
18 By: *Robert Haddad*
19 _____
20 Robert Haddad

21 [Signatures continued on Next Page]

VP, Deputy GC

1 **APPROVED AS TO FORM:**

2 Dated: April 13, 2026

JAMES HAWKINS, APLC

3
4
5 By: _____



James R. Hawkins
Gregory Mauro

7 Attorneys for Plaintiff
8 ERMELINDA FIGUEROA

9 Dated: April 29, 2026

McGuireWoods LLP

10
11 By: _____



Timothy M. Rusche

13 Attorneys for Defendant
14 BECKMAN COULTER, INC.,

15 Dated: April , 2026

DUANE MORRIS LLP

16
17 By: _____

Eisha Perry

19 Attorneys for Defendant
20 KELLY SERVICES GLOBAL, LLC,

1 **APPROVED AS TO FORM:**

2 Dated: April , 2026

JAMES HAWKINS, APLC

3
4
5 By: _____
6 James R. Hawkins
Gregory Mauro

7 Attorneys for Plaintiff
8 ERMELINDA FIGUEROA

9 Dated: April 2026

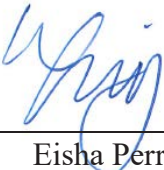
McGuireWoods LLP

10
11 By: _____
12 Timothy M. Rusche

13 Attorneys for Defendant
14 BECKMAN COULTER, INC.,

15 Dated: April 3, 2026

DUANE MORRIS LLP

16
17 By:  _____
18 Eisha Perry

19 Attorneys for Defendant
20 KELLY SERVICES GLOBAL, LLC,
21
22
23
24
25
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28

Certificate Of Completion

Envelope Id: D5085906-6859-86E7-8373-1D0C47CAC65B

Status: Completed

Subject: Need Signature Beckman - Settlement and Release of PAGA Action

Source Envelope:

Document Pages: 22

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Granillo

AutoNav: Enabled

250 S Kraemer Blvd

Envelopeld Stamping: Enabled

Brea, CA 92821-6232

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

pgranillo@beckman.com

IP Address: 134.217.192.138

Record Tracking

Status: Original

Holder: Patricia Granillo

Location: DocuSign

4/29/2026 2:04:10 PM

pgranillo@beckman.com

Signer Events

Marianne Helstrup

mhelstrup@beckman.com

SVP Legal, General Counsel

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Marianne Helstrup
ECBD8BA1DF37478...

Signature Adoption: Pre-selected Style

Using IP Address: 165.85.52.235

Timestamp

Sent: 4/29/2026 2:06:25 PM

Viewed: 4/29/2026 2:06:53 PM

Signed: 4/29/2026 2:07:07 PM

Electronic Record and Signature Disclosure:

Accepted: 3/7/2025 8:12:34 AM

ID: 645df5e6-feb9-4621-be20-106f5dd90237

Company Name: Beckman Coulter, Inc. - Enterprise Standard

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Patricia Granillo

pgranillo@beckman.com

Sr. Admin Assistant

Beckman Coulter

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 4/29/2026 2:07:08 PM

Resent: 4/29/2026 2:07:09 PM

Viewed: 4/29/2026 2:08:51 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

4/29/2026 2:06:25 PM

Certified Delivered

Security Checked

4/29/2026 2:06:53 PM

Signing Complete

Security Checked

4/29/2026 2:07:07 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	4/29/2026 2:07:08 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Beckman Coulter, Inc. - Enterprise Standard (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Beckman Coulter, Inc. - Enterprise Standard:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Beckman Coulter, Inc. - Enterprise Standard of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at privacy@beckmancoulter.com and in the body of such request you must state: your previous email address, your new email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Beckman Coulter, Inc. - Enterprise Standard

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to privacy@beckmancoulter.com and in the body of such request you must state your email address, full name, mailing address, and telephone number.

To withdraw your consent with Beckman Coulter, Inc. - Enterprise Standard

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bmwatson@beckman.com and in the body of such request you must state your email, full name, mailing address, and telephone number. . .

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Beckman Coulter, Inc. - Enterprise Standard as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Beckman Coulter, Inc. - Enterprise Standard during the course of your relationship with Beckman Coulter, Inc. - Enterprise Standard.

EXHIBIT A

NOTICE OF SETTLEMENT TO THE PAGA CLAIM EMPLOYEES

You are receiving this letter because you are entitled to money as a result of a court approved settlement in *ERMELINDA FIGUEROA v. BECKMAN COULTER, INC., et al.*, Superior Court of the State of California, County of Sacramento, Case No. 34-2022-00323923 (the “**Lawsuit**”).

What is this case about?

In the Lawsuit, Plaintiff ERMELINDA FIGUEROA (“Plaintiff”) asserted claims for civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”) Labor Code section 2698 *et seq.* against Defendants BECKMAN COULTER, INC. and KELLY SERVICES GLOBAL, LLC, (“Defendants”). These PAGA claims are based on Plaintiff’s alleged (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation from Defendants’ employ, (e) failure to provide accurate itemized wage statements, (f) failure to reimburse necessary business expenses, and (g) failure to issue payment of wages in the form of a Labor Code-compliant instrument.

It is important to note that Kelly and Beckman deny all claims and allegations in the lawsuit and that no court has found that the companies did anything wrong or violated any laws. Rather, to avoid further costs and time in defending the lawsuit, Kelly and Beckman have settled the lawsuit, and the Court has approved the settlement and release of the PAGA claims.

You are receiving this check because you were employed by Kelly Services, Inc. (“Kelly”) and assigned to work at Beckman Coulter, Inc. (“Beckman”) at any time from May 16, 2021 through February 17, 2026

What are the terms of the Settlement?

Plaintiff and Defendants reached a settlement of \$150,000.00, which was reviewed and approved by the Court (“the Settlement”). By operation of the Settlement’s terms, all PAGA Settlement Members will release Defendants and other released parties from all PAGA claims and theories that were set forth, or that could have been set forth based on the facts alleged in the Action during the PAGA Period for PAGA claims for civil penalties under the California Labor Code including, but not limited to, under California Labor Code sections 201-203, 212-213, 226, 510, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and related IWC Wage Orders, based on the various theories of liability, including, but not limited to, Defendants’ alleged failure to pay minimum and overtime wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages earned and owed upon separation from Defendants’ employ, failure to provide accurate itemized wage statements, failure to reimburse necessary business expenses, and failure to issue payment of wages in the form of a Labor Code-compliant instrument. The Settlement is intended only to release PAGA Settlement Members’ PAGA claims.

This Action includes claims for civil penalties under the California Private Attorneys General Act (“PAGA”). Under California law, PAGA claims are brought on behalf of the State of California, and employees cannot opt out of the PAGA settlement. If the Court approves the Settlement, all PAGA Settlement Members will be bound by the release of the PAGA claims for the applicable time period.

Once the Court approves the Settlement, PAGA Settlement Members covered by the Settlement cannot pursue the released PAGA claims against Defendants, regardless of whether they cash or deposit their settlement check.

Defendants' records show that you are a PAGA Settlement Member and are entitled to a share of the Settlement based on your proportionate share of pay periods worked during the PAGA Period. The Court approved this calculation method, so your payment amount is final.

Your settlement payment is for non-wage penalties and will be reported on IRS Form 1099. No taxes were withheld from your payment, and you are responsible for any taxes that may be owed.

Your settlement check is valid for 180 days from the date issued. If not cashed within that time, the check will become void and the funds will be sent to the California State Controller's Office in your name.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Settlement Administrator at ILYM Group, Inc. [Address], [Telephone Number]. If you have questions about the tax treatment of this payment, you may consult with your tax advisor or accountant.

PLEASE DO NO CONTACT PLAINTIFF'S COUNSEL OR DEFENSE COUNSEL.

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Exhibit 2

Matter Billing Detail

Report Date: 5/4/2026
Report Time: 10:31AM
Page: 1 of 2
User ID: Ceja

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 05/04/2026
Client: BECKMAN007 - Ermelinda Figueroa
Matter: BECKMAN006 - Beckman Coulter, Inc. Kelly Services Global, LLC- Ermelinda Figueroa

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
05/16/2022	FST	First Legal Network- Filed Summons, Complaint and initial docs IN 30199329	\$548.40		Unbilled				
05/19/2022	FIL	Filing Fee - 05.16.22 LWDA Filing Fee	\$75.00		Unbilled				
05/19/2022	POS	Postage - 05.16.22 Cert Mail to Agent(s) re LWDA Letter Submission	\$17.12		Unbilled				
07/05/2022	FST	First Legal Network - Process served S&C, Initial Docs, Notices to (2 entities) and filed 2 proof of service IN30205948	\$324.50		Unbilled				
04/24/2023	CRT	Court Documents - FAC on related matter	\$10.50		Unbilled				
05/04/2023	CRT	Court Documents - Copy of Complaint in Related Matter Fischer v. Kelly	\$7.71		Unbilled				
05/04/2023	CRT	Court Documents - Copy of Complaint in related matter Bernabe vs. Dr. Squatch	\$11.40		Unbilled				
05/04/2023	CRT	Court Documents - Copy of Complaint in related matter Lumbo vs. Kelly Services	\$5.80		Unbilled				
11/13/2025	EXA	Expert Analysis- IN#16743 CK#2422	\$2,092.50		Unbilled				
12/26/2025	LDS	Legal Document Server - Efiling - Joint CM Statement IN# 13643585	\$33.50		Unbilled				
Total:			\$3,126.43	\$0.00					
Balance:			\$3,126.43						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$3,126.43						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

Matter Billing Detail

Report Date: 5/4/2026
Report Time: 10:30AM
Page: 1 of 2
User ID: Ceja

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 05/04/2026
Client: BECKMAN007 - Ermelinda Figueroa
Matter: BECKMNPAGA - Beckman Coulter -PAGA- Kelly Services Global, LLC- Ermelinda Figueroa

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
07/21/2022	FST	First Legal Network- Filing-FAX: S&C, Initial Docs IN#30209403	\$541.40		Unbilled				
01/27/2023	FST	First Legal Network - Process Serve - S&C, Initial Docs, Ntc (2) IN# 30224217	\$255.19		Unbilled				
01/30/2023	CRT	Court Documents - 7/28/22 Order	\$7.40		Unbilled				
01/30/2023	CRT	Court Documents - Notice and Order of Complex Case Determination	\$2.00		Unbilled				
02/01/2023	FST	First Legal Network - Filing - POSx 2 IN# 30227367	\$58.00		Unbilled				
03/14/2023	FST	First Legal Network - Filing - Request for Continuance and Prop Order IN# 30230586	\$58.00		Unbilled				
04/24/2023	CRT	Court Documents - 04.24.23 - Req to pull docs; Complaint	\$12.50		Unbilled				
04/24/2023	FST	First Legal Network - Filing - Opp to Def kelly's Mtc Arb & Opp to, joint Initial CMC Report In# 30237327	\$121.60		Unbilled				
09/06/2023	FST	First Legal Network - Filing - Joint Report & Req to Continue SC IN# 30252348	\$58.00		Unbilled				
06/13/2024	FST	First Legal Network - Filing - Joint Case Management Statement IN# 30287287	\$40.90		Unbilled				
04/30/2025	MED	Mediation Services- IN#661232 CK#1738	\$7,500.00		Unbilled				
Total:			\$8,654.99	\$0.00					
Balance:			\$8,654.99						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$8,654.99						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						