

1. A judgment, decree, or order was entered in this action on *(date)*: 9/8/2026
2. A copy of the judgment, decree, or order is attached to this notice.

Date: 9/15/2026

Gregory Mauro

(TYPE OR PRINT NAME OF	☒	ATTORNEY	☐	PARTY WITHOUT ATTORNEY)
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(SIGNATURE)

PLAINTIFF/PETITIONER: Ermelinda Figueroa
 DEFENDANT/RESPONDENT: Beckman Coulter, Inc., et al.

CASE NUMBER:
 34-2022-00323923

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached _____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On September 15, 2026, I served on the interested parties in this action the following document(s) entitled:

NOTICE OF ENTRY OF JUDGEMENT OR ORDER

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

(See Service List Attached)

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on September 15, 2026, at Irvine, California

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Alma Chavarin

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Via LWDA Website Only
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

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Attorneys for Plaintiff ERMELINDA FIGUEROA,

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

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

Plaintiff,

v.

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

Defendants.

Case No. 34-2022-00323923
Assigned for all purposes to
Hon. ~~Lauri A. Damrett~~, Dept. 8B
Peter K Southworth

**~~PROPOSED~~ ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

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

RESERVATION NUMBER: A-323923-001

FILED
Superior Court of California
County of Sacramento
09/08/2026
A. O'Donnell, Deputy

~~PROPOSED~~ ORDER

This matter came on for hearing on August²⁸~~21~~, 2026 at 9:00 a.m. in Department 8B of the above-entitled Court, the Honorable Lauri A. Damrell presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiff's Notice of Unopposed Motion and Motion to Approve the PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Unopposed Motion is GRANTED.

The Court having reviewed the Settlement Agreement ("Settlement" or "Settlement Agreement") hereby ORDERS AND ADJUDGES:

1. This Order Granting the Motion shall incorporate by reference the Parties' Joint Stipulation of Settlement and Release of PAGA Claims (the "Settlement Agreement"). The Court, for purposes of this Order, refers to all defined terms as set forth in the Settlement Agreement.

2. Plaintiff provided adequate notice to the Labor and Workforce Development Agency ("LWDA") on May 16, 2022, and is authorized to act as private attorneys general with respect to the PAGA claims being released under the terms of the Settlement Agreement.

3. Plaintiff provided the LWDA with notice of the Settlement Agreement and the motion for approval on August 21, 2026, and no objections have been received to the Settlement or the Motion from the LWDA.

4. The Court finds the Settlement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Settlement is hereby accepted and approved.

5. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

6. The Settlement is not an admission by Defendants nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,

1 may be used as an admission of any fault, wrongdoing, omission, concession, or liability
2 whatsoever by or against Defendants.

3 7. The Court hereby confirms James Hawkins, Gregory Mauro, and Ava Issary as
4 PAGA Counsel.

5 8. The Court appoints ILYM Group, Inc. as the Settlement Administrator to
6 administer the Settlement pursuant to the terms of the Settlement Agreement.

7 9. Defendants shall pay their shares of the Gross Settlement Amount of \$150,000.00
8 according to the terms of the Settlement Agreement, which the court find to be reasonable.
9

10 10. The Net Settlement Amount means the Gross Settlement Amount (\$150,000.00)
11 minus the following: (a) Attorneys' Fees to Plaintiff's Counsel in the amount of ^{50,000.00}~~\$52,500.00~~; (b)
12 \$11,781.42 allocated to litigation costs; (c) \$10,000.00 allocated to Plaintiff as an Enhancement
13 Award; and (d) up to \$3,750.00 allocated to Settlement Administrator Costs.

14 (a) The Court approves payment to Plaintiff's counsel of Attorneys' Fees in the
15 amount of ^{50,000.00}~~\$52,500.00~~ to be paid from the Gross Settlement Amount.

16 (b) The Court approves payment to Plaintiff's counsel of litigation costs in the amount
17 of \$11,781.42 to be paid from the Gross Settlement Amount.

18 (c) The Court approves payment to the Settlement Administrator for its reasonable
19 costs and fees to administer the Settlement, up to \$3,750.00 to be paid from the
20 Gross Settlement Amount.

21 (d) The Court approves payment of \$10,000.00 as an Enhancement Award to be paid
22 to Plaintiff for Plaintiff's service as a PAGA Representative.

23 (e) Any difference from these amounts will be added to the Net Settlement Amount.
24

25 11. In accordance with Labor Code § 2699(d), of the Net Settlement Amount
74468.58 55,851.44 18,617.14
26 (~~\$71,968.58~~), 75% (~~\$53,976.43~~) is allocated to the LWDA, and the remaining 25% (~~\$17,992.15~~)
27 is allocated to the PAGA Settlement Members on a pro-rata basis.
28

1 12. The Settlement Agreement covers Plaintiff and all “PAGA Employees” (also
2 “Settlement Group Members”) defined as all current and former non-exempt and/or hourly paid
3 California employees of Kelly Services who were assigned to work at Beckman at any time from
4 May 16, 2021 through February 17, 2026 (60 days after the Parties accepted the mediator’s
5 proposal on December 19, 2025).

6 13. The “PAGA Period” or “Settlement Period” or “Release Period” means the period
7 from May 16, 2021 through February 17, 2026 (60 days after the Parties accepted the mediator’s
8 proposal on December 19, 2025).

9 The Court directs Defendants to deposit the Gross Settlement Amount in a Qualified
10 Settlement Fund established by the Settlement Administrator within 30 days of the Effective
11 Date.

12 14. The amount of each PAGA Settlement Member’s individual settlement payment
13 will be calculated as follows: Twenty-five (25%) of the Net Settlement Amount shall be
14 distributed to the PAGA Members based on the number of his or her Pay Periods worked in the
15 PAGA Period in relation to the total aggregate number of Pay Periods worked by the Settlement
16 Group during the PAGA Period.

17 15. By operation of this Order, Plaintiff and his or her respective former and present
18 spouses ,representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
19 successors, and assigns generally, release and discharge Released Parties from all claims,
20 transactions, or occurrences that occurred at any time up to the execution of this Agreement,
21 including, but not limited to: (a) the Released Claims; (b) all claims that were, or reasonably
22 could have been, alleged, based on the facts contained in the Operative Complaint and the
23 PAGA Notice; and (c) all claims arising from Plaintiffs’ employment with Kelly and/or
24 assignment with Beckman.,

25 16. By operation of this Order, Plaintiff, the Settlement Group Members Plaintiff, the
26 and the State of California vis-à-vis the LWDA, shall hereby release the Released Parties for the
27 Released Claims arising during the PAGA Period. As a result of this release, the PAGA
28 Employees will be unable to bring a claim under, or recover in any other claim brought under,

1 the California Private Attorneys General Act, California Labor Code § 2698, et seq., for any
2 violations of the Released Claims that took place during the PAGA Period.

3 17. The Court directs the Parties and the Settlement Administrator to carry out the
4 terms of the Settlement Agreement. This includes that each PAGA Settlement Member will be
5 issued one check for his or her Individual Settlement Payment. Settlement Group Members shall
6 have one hundred eighty days (180) to cash their checks. Any funds associated with uncashed
7 checks after one hundred eighty (180) days will be sent to the Controller of the State of
8 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, et
9 seq., for the benefit of those Settlement Group Members whose checks were voided.

10 18. The Court approves of the proposed settlement letter attached to the Settlement
11 Agreement as **Exhibit A** to be sent to PAGA Settlement Members along with their respective
12 settlement check.

13 19. Final judgment in this Action is entered in conformity herewith, along with the
14 Agreement.

15 20. Under California Code of Civil Procedure section 664.6, the Court retains
16 jurisdiction over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the
17 terms and intent of the Settlement and this Order.

18 21. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven
19 (7) days of the entry of the Order.

20 22. The above-referenced action and all claims asserted by Plaintiff individually and
21 in a representative capacity are hereby dismissed with prejudice.

22
23 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
24 **ENTERED ACCORDINGLY.**

25 09/08/2026
26 DATED: _____




Peter K. Southworth, Judge
~~THE HONORABLE LAURIA A. DAMRELL~~
JUDGE OF THE SUPERIOR COURT