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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.

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

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

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

RESERVATION NUMBER: A-323923-001

1 **[PROPOSED] ORDER**

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

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

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

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

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

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

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

25 6. The Settlement is not an admission by Defendants nor is this Order a finding of
26 the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the
27 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
28

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 \$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 \$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
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
26 DATED: _____

27 THE HONORABLE LAURI A. DAMRELL
28 JUDGE OF THE SUPERIOR COURT