JUSTICE FOR WORKERS, P.C.
William C. Sung, SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu, SB# 335127
E-Mail: tluu@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
Los Angeles, CA 90010
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiff DAVID NGUYEN

Roman Otkupman, Esq. (SBN 249423)
roman@olfla.com
Nidah Farishta, Esq. (SBN 312360)
nidah@olfla.com
OTKUPMAN LAW FIRM
5743 Corsa Avenue, Ste. 123
Westlake Village, CA 91362
Telephone: (818) 293-5623
Facsimile: (888) 850-1310

Attorneys for Plaintiff CZARMAN LUCEA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

DAVID NGUYEN, an aggrieved employee, CZARMAN LUCEA, an aggrieved employee, and on behalf of other aggrieved employees,

Plaintiffs,

vs.

BAXTER HEALTHCARE CORPORATION, a Delaware corporation; KELLY SERVICES GLOBAL, LLC, a Michigan limited liability company; and DOES 1 through 50,

Defendants.

Case No.: 30-2023-01358073-CU-OE-CXC

[Assigned for All Purposes to:
Hon. Melissa R. McCormick, Dept. CX105]

DECLARATION OF ROMAN OTKUPMAN IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT; SERVICE AWARDS; AND ATTORNEY'S FEES AND COSTS

(Filed Concurrently with Motion for Approval of PAGA Settlement; Supporting Declarations and [Proposed] Judgment and Order)

DATE: August 20, 2026
TIME: 2:00 p.m.
DEPT: CX105
RESERVATION ID: 74850803

Action Filed: October 30, 2023
Trial Date: Not Set

I, Roman Otkupman, declare as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am a principal of Otkupman Law Firm, A Law Corporation, and counsel for Plaintiff Czarman Lucea, as well as proposed PAGA Counsel in this action. I have personal knowledge of the facts set forth herein, and if called as a witness to testify to them, I could and would do so competently.

2. I make this declaration in support of Plaintiffs' Motion for Approval of PAGA Settlement.

Education and Experience

3. I obtained my Bachelor's degree from the University of California at Los Angeles in 2003. I majored in Economics at the Anderson School of Business and obtained a Minor in Slavic Languages.

4. Thereafter, I attended the Thomas Jefferson School of Law, where I focused on studies on Employment law and related litigation. After completing my first year of legal studies, I secured an externship at the Equal Employment Opportunity Commission ("EEOC"), where I worked under the Supervisory Administrative Judge, Larry A. Abrams. While at EEOC, I evaluated the merits of federal employment discrimination claims and recommended dispositions. I further reviewed motions, researched case law, prepared summaries of arguments, and assisted in the preparation of court rulings on summary judgments, motions to compel, and motions to strike decisions. Furthermore, I attended numerous conferences, hearings, and trials about employee complaints.

5. Thereafter, I volunteered at the Employee Rights Center of San Diego, where I informed numerous employees about their options and legal avenues in wage and hour and/or employment discrimination disputes.

6. Otkupman Law Firm, ALC prosecutes wage and hour cases on behalf of the employees whose rights have been violated. Otkupman Law Firm, either on its own or with co-counsel, is currently serving as Plaintiff's counsel of record in dozens of wage and hour and employment class action cases pending in both state and federal court.

7. Otkupman Law Firm, ALC has successfully litigated and resolved numerous wage

and hour class actions involving failure to pay wages, wage statement violations and derivative Labor Code claims and penalties. See, *Barrios v. Freeway*, Superior Court of California County of Sacramento, Case No. 34-2015-00183162-CU-OE-GDS; *Hernandez v. CoWorx*, Superior Court of California, County of San Joaquin, Case No. 39-2015-0032567-CU-OE-STK; *Sigourney Esh v. Be.Group*, Superior Court of California, County of San Diego, Case No. 37-2014-00006162-CU-OE-NC; *Pakiza A. Ali v. Rainbow USA Inc.*, Superior Court of California, County of San Joaquin, Case No. 39-2015-00320655-CU-OE-STK; *Rosie Orta v. Walgreen Co.*, Superior Court of California, County of Los Angeles, Case No. BC530605; *Jennifer Underwood v. Payroll Direct, Inc*., Superior Court of California, County of Merced, Case No. 15CV-03112; *Jeremiah Putnam v. Sagar Diner, Inc.*, Superior Court of California, County of Merced, Case No. SCV011040; *Amanda Maniord v. Hue & Cry, Inc.*, Superior Court of California, County of Shasta, Case No. 182115; *Andrew Mojica v. Dedicated Fleet Systems Inc., and Osterkamp Transportation Group*, Superior Court of California, County of Los Angeles, Central Civil West, Case No. BC621739; *Holly Pinheiro v. Stanton Optical Florida LLC, Vision Precision Holdings, LLC*, Superior Court of California, County of San Joaquin, Case No. 39-2015-00323663-CU-OE-STK; Jared Sewell v. Gary D Nelson Associates Inc., Superior Court of California, County of Sonoma, Case No. SCV 254929; *David Jimenez v. Modern Interiors*, Superior Court of California, County of Los Angeles, Case No. BC549815; *Patricia Mosley v. Shields for Families*, Superior Court of California, County of Los Angeles, Case No. BC590656; *Teri Parker v. Toms Sierra Co, Inc.*, Superior Court of California, County of Placer, Case No. SCV0036376.

8. Upon becoming a member of the bar, I worked at a boutique employment firm specializing in defense of multi-plaintiff and single plaintiff defense of wage and hour claims as well as other various employment claims. There, I was involved in numerous wage and hour actions as well as employment discrimination lawsuits including but not limited to: violation of Labor Code 226, failure to pay overtime, PAGA claims Labor Code 2699 *et seq.*, sexual harassment, gender discrimination, racial discrimination, intentional infliction of emotional distress, breach of contract, conspiracy, breach of good faith and fair dealing, disability discrimination and failure to accommodate, as well as Labor Code Section 132 (a) claims under worker’s compensation law.

9. I have written numerous articles on various wage and hour and related employment litigation issues, three of which were published in recent years.

10. Based on my own investigation and evaluation, I am of the opinion that the Settlement, its allocation among Aggrieved Employees, and the recovery for each Aggrieved Employee, is fair and reasonable. I believe I have a strong understanding of the trends in both the likelihood of certification of wage and hour and PAGA cases and the value of settlements of cases such as this one.

11. My opinion takes into consideration the amounts received in other similar representative actions, which I have litigated and/or am familiar with, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the amount received in the settlement. Based on that knowledge, I am of the opinion the settlement is fair, reasonable and adequate and is in the best interests of the Aggrieved Employees.

Background of the Case and Relevant Procedural History

12. On March 22, 2024, my office, on behalf of Plaintiff Czarman Lucea ("Plaintiff"), sent a PAGA Notice to the Labor Workforce and Development Agency ("LWDA"), with a copy to Defendant Baxter Healthcare Corporation. Plaintiff Lucea's PAGA Letter is attached hereto as **Exhibit 1**.

13. On May 30, 2024, Plaintiff Lucea filed a wage and hour class and representative action complaint entitled *Czarman Lucea, et al. v. Baxter Healthcare Corporation, et al.,* Solano County Superior Court Case No. CU24-04170. Plaintiff Lucea's complaint alleged violations of the Labor Code for failure to properly pay all minimum and overtime wages due, failure to pay premium wages for missed meal and rest breaks, failure to issue accurate, itemized wage statements, failure to timely pay wages during employment, failure to timely pay all wages due at the separation of employment, and failure to reimburse for business expenses.

14. Prior to mediation, the Parties exchanged extensive documents and information that allowed both sides to thoroughly evaluate the potential exposure and potential risk, such as a review of Defendants' policies and procedures related to the claims and alleged and time and pay records, among others. Specifically, Plaintiff obtained, through informal discovery, statistical data, which

consisted of wage statements, clock-in and clock-out times, times taken for meal breaks, and wages earned during the relevant pay periods, as well as written policies and procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, the number of pay periods in the PAGA Period and the total number of Aggrieved Employees. Further, the Aggrieved Employees were similar or identical in the way in which Defendants utilized their wage and hour policies towards them. During this process, PAGA Counsel analyzed, researched, and investigated the potential issues, including matters related to the calculation of PAGA damages, trial management, and appellate issues and risks.

15. Following extensive discovery and investigation, the Parties participated in a mediation presided over by Steven Pearl, Esq. on May 1, 2025. While the Parties, did not reach a settlement at mediation, the Parties continued to engage in extensive arm's length negotiations and eventually reached a settlement of the PAGA claim.

16. The Parties have conducted a thorough investigation into the facts, including exchanging information and documents relating to the alleged claims. Based on the foregoing data and an independent investigation and evaluation, Plaintiff's Counsel is of the opinion that the settlement with Defendants for the consideration and terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA and the Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues.

17. From the beginning, Defendants have contested the merits of this Action, denied any wrongdoing whatsoever, challenged the manageability of the case for a representative trial, and challenged Plaintiff's ability to prove a violation in each pay period for each Aggrieved Employee among other defenses and contentions it made challenging the propriety of this Action. Defendants further contended that, even assuming there was a finding supporting the imposition of PAGA penalties, the Court would likely exercise its discretion to substantially reduce any such penalties owed based on an alleged good faith attempt to comply with the Labor Code obligations by

Defendants. Notwithstanding its agreement to settle the matter, Defendants believe the practices Plaintiff is contending do not exist or, to the extent they do exist, fully comply with all state and federal employment laws with respect to Plaintiff and all Aggrieved Employees.

18. Based on the expected testimony from Plaintiffs and the Aggrieved Employees, a review of Defendants' policies and procedures and other documents relating to the alleged claims, information on the number of Aggrieved Employees and PAGA Pay Periods, the payroll data, the scope of the potential penalties in light of the claims alleged, the Court's statutorily authorized discretion to reduce any penalties assessed, and the negotiations that have taken place, I am convinced that the proposed settlement is in the best interest of Plaintiff, the Aggrieved Employees affected by the Agreement, and the LWDA. The length and risks of trial and other normal perils of complex litigation that impact the value of the claims were also considered and weighed in reaching the proposed settlement. In addition, I carefully considered the difficulties of complex litigation, and the lengthy process of establishing specific damages and various possible delays and appeals in agreeing to the proposed settlement. I further considered the fact that penalties under the PAGA could be substantially cut at the discretion of the Court even if Plaintiffs were successful on proving those claims. Overall, I believe it is more beneficial to secure a guaranteed benefit to Plaintiffs, the Aggrieved Employees, and the LWDA now rather than to proceed with litigation and potentially obtain zero funds due to legal or factual issues.

Risk Assumed by Otkupman Law Firm, A Law Corporation

19. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome. My office's efforts included, without limitation, the following: interviews with Plaintiff; review of documents produced by the Plaintiff; preparation of multiple drafts of the PAGA notice letters, drafting the complaints, drafting formal and informal discovery, multiple meet and confer letters, preparing for and attending Plaintiff's deposition, numerous conferences and correspondence with Defendants' counsel to obtain relevant documents and information, review of extensive documents produced by Defendants, including employment records, and time and payroll records, analyzing and interpreting time records

produced by Defendants, and formatting said data in a manner that could be used to support Plaintiffs' legal theories and damage analysis, legal research regarding Defendants' practices, attending mediation, revisions to the settlement agreement, and preparation declarations in support of the motion to approve settlement.

20. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, my firm represents virtually all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time and costs, unless we prevail at trial or successfully settle our clients' cases. Because my firm is taking the risk that we will not be reimbursed for our time and costs unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in employment disputes.

PAGA Counsel's Attorney's Fees and Costs

21. The Parties have agreed that PAGA Counsel will seek no more than $140,000.00 in attorneys' fees. This agreement is fully disclosed in the Settlement Agreement. My firm's time records for services performed in this case are attached hereto as **Exhibit 2**.

22. The requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the benefits achieved by Plaintiff's counsel for the Aggrieved Employees. My office diligently litigated and investigated the case.

23. My firm has worked no less than 82.4 hours on the matter. My firm's fees from the inception to completion of this matter are no less than $69,180.00.

24. While I work exclusively on a contingency fee basis, I charge a rate of $950.00 per hour when the award of fees is considered. My charge rate is commensurate with the market rates in Los Angeles for attorneys of comparable experience and skill handling complex litigation, based on my 18+ years of experience, qualifications, and expertise. My hourly rates are reasonable in light of

my significant experience, expertise, and skill. The attorneys at Otkupman Law Firm, A Law Corporation specialize in employment law and have substantial experience in wage and hour litigation.

25. My firm has incurred out-of-pocket expenses to date amounting to **$10,948.15**. These costs were reasonably incurred in prosecuting this action on behalf of the Aggrieved Employees. Attached hereto as **Exhibit 3** is a true and correct copy of my firm's costs incurred to date.

26. I believe that the fee and costs provisions are reasonable. The fee percentage requested is less than the usual customary percentage fee for most employment cases. Moreover, the efforts of PAGA Counsel have resulted in substantial benefits to Plaintiff, the Aggrieved Employees, and the State in the form of a substantial settlement. I am informed and believe that, without the efforts of my office, the Labor Code violations alleged in the Complaint would have gone completely unremedied. The requested fee award and cost award provided for in the Settlement Agreement are reasonable given the result achieved.

Other

27. I am not aware of any other class, representative or other collective action in any other court that asserts claims similar to those asserted herein (other than those asserted in *Czarman Lucea, et al. v. Baxter Healthcare Corporation, et al.*, Solano County Superior Court Case No. CU24-04170).

28. For all the reasons provided above, I respectfully request that this Court enter an Order approving the PAGA Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 28th day of April 2026 at Westlake Village, California.

Roman Otkupman

EXHIBIT 1

OTKUPMAN LAW FIRM, A LAW CORPORATION
5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

March 22, 2024

VIA ELECTRONIC FILING
Labor & Workforce Development Agency

VIA CERTIFIED MAIL
Baxter Healthcare Corporation
One Baxter Parkway
Deerfield, IL 60015
Defendant certified mail # 9589 0710 5270 0943 9667 36

VIA CERTIFIED MAIL
Agent for Service of Process
Amanda Garcia
330 N Brand Blvd
Glendale, CA 91203
Agent certified mail # 9589 0710 5270 0943 9667 29

VIA CERTIFIED MAIL
Baxter Healthcare Corporation
700 Vaughn Rd
Dixon, CA 95620
Defendant certified mail # 9589 0710 5270 0943 9667 12

Re: ***Czarman Lucea v. Baxter Healthcare Corporation – Labor Code Violations of Baxter Healthcare Corporation – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Czarman Lucea ("Plaintiff"), a former California employee of Baxter Healthcare Corporation ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client worked for Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and Defendant's other California non-exempt employees.

Plaintiff began working for Defendant in or around November 2020. While working for Defendant as a Delivery Driver, Plaintiff was earning twenty seven dollars and seventy cents ($27.70) per hour.

Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendant failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff and Defendant's California employees were required to work off the clock for Defendant. Specifically, Plaintiff and Defendant's California employees were instructed to work for approximately one hour after they had clocked out to finish their assignments such as finishing their delivery route and cleaning their delivery trucks. Defendant did not compensate Plaintiff and Defendant's California employees if these tasks were completed outside of their regular work hours. These excess hours were not recorded on our client's and Defendant's California employees wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Defendant failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant's California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendant's failure to pay all overtime wages due. Since the wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's worked hours, these violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendant's California employees.

Defendant knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendant, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendant paid him and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendant's failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendant failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendant such as PPE. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Defendant also failed to reimburse Plaintiff and its California employees for uniforms and uniform maintenance. Defendant further failed to reimburse Plaintiff and its California employees for necessary business expenses incurred on delivery routes including, but not limited to, lodging and meals. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Defendant failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was still a health risk to the employees. Plaintiff and Defendant's California employees were also required to provide their own masks at the workplace. As a result of these practices, Defendant have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlines above. Defendant are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

Defendant failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendant is liable under Labor Code § 210 for failure to pay wages as required by law.

We invite Defendant or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

ROMAN OTKUPMAN

EXHIBIT 2

Summary Report

Time - Czarman Lucea

Print - Close Window

Year	Month	Project	Rate	Hours	Amount
2024	Feb	Roman Otkupman	$950.00	6.40	$6,080.00
Total for February 2024				6.40	$6,080.00
2024	Mar	Nidah Farishta	$600.00	0.30	$180.00
2024	Mar	Roman Otkupman	$950.00	9.80	$9,310.00
Total for March 2024				10.10	$9,490.00
2024	Apr	Roman Otkupman	$950.00	1.60	$1,520.00
Total for April 2024				1.60	$1,520.00
2024	May	Roman Otkupman	$950.00	2.80	$2,660.00
Total for May 2024				2.80	$2,660.00
2024	Aug	Roman Otkupman	$950.00	0.20	$190.00
Total for August 2024				0.20	$190.00
2024	Sep	Nidah Farishta	$600.00	2.70	$1,620.00
Total for September 2024				2.70	$1,620.00
2024	Oct	Nidah Farishta	$600.00	1.70	$1,020.00
Total for October 2024				1.70	$1,020.00
2024	Nov	Nidah Farishta	$600.00	6.90	$4,140.00
Total for November 2024				6.90	$4,140.00
2024	Dec	Nidah Farishta	$600.00	1.30	$780.00
2024	Dec	Roman Otkupman	$950.00	8.00	$7,600.00
Total for December 2024				9.30	$8,380.00
Grand Total for 2024				41.70	$35,100.00
2025	Jan	Nidah Farishta	$600.00	4.10	$2,460.00
2025	Jan	Roman Otkupman	$950.00	1.40	$1,330.00
Total for January 2025				5.50	$3,790.00
2025	Feb	Nidah Farishta	$600.00	2.90	$1,740.00
Total for February 2025				2.90	$1,740.00
2025	Mar	Nidah Farishta	$600.00	1.00	$600.00
Total for March 2025				1.00	$600.00
2025	Apr	Nidah Farishta	$600.00	4.70	$2,820.00
2025	Apr	Roman Otkupman	$950.00	6.10	$5,795.00
Total for April 2025				10.80	$8,615.00

2025	May	Roman Otkupman	$950.00	9.30	$8,835.00
Total for May 2025				9.30	$8,835.00
2025	Jun	Roman Otkupman	$950.00	0.60	$570.00
Total for June 2025				0.60	$570.00
2025	Aug	Roman Otkupman	$950.00	0.70	$665.00
Total for August 2025				0.70	$665.00
2025	Oct	Nidah Farishta	$600.00	0.10	$60.00
Total for October 2025				0.10	$60.00
Grand Total for 2025				30.90	$24,875.00
2026	Feb	Roman Otkupman	$950.00	1.80	$1,710.00
Total for February 2026				1.80	$1,710.00
2026	Apr	Nidah Farishta	$600.00	0.30	$180.00
2026	Apr	Roman Otkupman	$950.00	7.70	$7,315.00
Total for April 2026				8.00	$7,495.00
Grand Total for 2026				9.80	$9,205.00
Grand	Total	Nidah Farishta	$600.00	26.00	$15,600.00
Grand	Total	Roman Otkupman	$950.00	56.40	$53,580.00
Grand Total for All				82.40	$69,180.00

EXHIBIT 3

Czarman Lucea v. Baxter Healthcare Corporation

Counsel's Costs

EXPENSE CATEGORY	EXPENSE
Filing Fee	$1,491.39
Mediation	$5,000
Efiling Fees	$61.76
LWDA	$75
AttorneyTalk (Expert)	$4,320
Total Expenses	**10,948.15**