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**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]

**(PROPOSED) JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR APPROVAL OF PAGA
SETTLEMENT; SERVICE AWARDS;
AND ATTORNEY'S FEES AND COSTS**

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

1 Plaintiffs David Nguyen and Czarman Lucea's ("Plaintiffs") Motion for Approval of
2 California Private Attorneys General Act ("PAGA") Settlement, Service Awards, and Attorney's
3 Fees and Costs (the "Motion") came on regularly for hearing before this Court. This Court, having
4 considered the PAGA Settlement Agreement (the "Settlement" or "Agreement") between Plaintiffs
5 and Defendants Baxter Healthcare Corporation ("Baxter") and Kelly Services Global, LLC
6 ("Kelly"; collectively, "Defendants"), Plaintiffs' Motion and Memorandum of Points and
7 Authorities in support thereof, and supporting declarations filed therewith; and good cause
8 appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

9 1. The Court, for purposes of this Judgment and Order, incorporates and adopts all
10 defined terms and provisions as set forth in the Agreement, which was attached to the Declaration
11 of William C. Sung in Support of Motion for Approval of PAGA Settlement as Exhibit 1 and the
12 Explanatory Letter attached as Exhibit A to the Agreement.

13 2. The Court hereby GRANTS the Motion.

14 3. Plaintiffs exhausted all administrative remedies required to bring the PAGA claims
15 asserted in this action and are authorized to act as private attorneys general with respect to the
16 PAGA claims being released under the terms of the Settlement. The California Labor and
17 Workforce Development Agency (the "LWDA") was provided with notice of the Settlement via its
18 online submission process and the LWDA has not made any objection to the Settlement.

19 4. The obligations set forth in the Settlement Agreement regarding the settlement of the
20 Action are deemed part of this Judgment and Order, and the Parties and the Settlement
21 Administrator are ordered to carry out the Settlement Agreement according to its terms and
22 provisions.

23 5. Release of Claims. Upon entry of this Judgment and Order and full payment by
24 Defendants of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiffs, on
25 behalf of themselves and their respective former and current representatives, agents, attorneys,
26 heirs, administrators, successors, and assigns, and the State of California, will release any and all
27 PAGA Released Claims against the Released Parties that relate to or arose during the PAGA Period.

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1 a. “Aggrieved Employees” are all current and former California hourly or non-
2 exempt direct-hire employees employed by Defendant Baxter, or staffing employees employed by
3 Defendant Kelly and staffed at Defendant Baxter during the PAGA Period.

4 b. The “Gross Settlement Amount” is \$420,000.00.

5 c. The “PAGA Period” means August 25, 2022 through August 20, 2026.

6 d. “Released Parties” are Defendants and Kelly Services, Inc. and any of their
7 parents, subsidiaries, affiliates, predecessors or successors, and any and all of their agents,
8 employees, officers, directors, and attorneys.

9 e. “PAGA Released Claims” means any and all claims for PAGA civil penalties
10 that were alleged, or reasonably could have been alleged based on any of the facts stated in the
11 Complaint or any of the LWDA Letters.

12 6. The Settlement is not an admission by Defendants, nor is this Judgment and Order a
13 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this
14 Judgment and Order, the Settlement, nor any document referred to herein, nor any action taken to
15 carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission,
16 concession, or liability whatsoever by or against Defendants.

17 7. The Court appoints CPT Group as the Settlement Administrator.

18 8. Defendants shall pay the Gross Settlement Amount of \$420,000.00 within 15
19 business days of the Effective Date.

20 9. Within 15 calendar days after Defendants pay the Gross Settlement Amount, the
21 Settlement Administrator shall disburse the Gross Settlement Amount as follow:

22 a. A payment in the amount of \$179,313.38, payable to the LWDA for civil
23 penalties pursuant to PAGA;

24 b. Individual PAGA Payments totaling \$59,771.13, payable to the Aggrieved
25 Employees on a pro rata basis in accordance with the formula set forth in § III.5. of the Agreement
26 for civil penalties pursuant to PAGA;

27 c. An award of \$70,000.00 to Justice for Workers, P.C. and \$70,000.00 to
28 Otkupman Law Firm for attorney’s fees pursuant to PAGA;

1 d. An award of \$11,467.35 to Justice for Workers, P.C. and \$10,948.15 to
2 Otkupman Law Firm for attorney's costs pursuant to PAGA;

3 e. A payment of \$5,000.00 to Plaintiff David Nguyen and \$5,000.00 to Plaintiff
4 Czarman Lucea for their services to the State and Aggrieved Employees, pursuant to the Settlement;
5 and

6 f. A payment in the amount of \$8,500.00 to the Settlement Administrator, CPT
7 Group, for settlement administration costs.

8 10. The Parties shall bear their own respective attorney's fees and costs, except as
9 otherwise provided for in the Settlement and approved by the Court. Defendants and the Released
10 Parties shall have no further liability for costs, expenses, interests, attorney's fees, or for any other
11 charge, expense, or liability relating to the Released Claims and shall be released from all claims as
12 set forth in the Settlement Agreement and in this Judgment and Order.

13 11. Plaintiffs shall submit a copy of this Judgment and Order to the LWDA within 14
14 calendar days after entry of this Judgment and Order.

15 12. This Judgment and Order is intended to be a final disposition in its entirety of the
16 above-captioned action. Pursuant to California Code of Civil Procedure section 664, this Court shall
17 retain jurisdiction over the Parties, Action, and the Settlement Agreement solely for purposes of (i)
18 enforcing the Settlement Agreement and/or this Judgment and Order, (ii) addressing settlement
19 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

20 13. The Court sets a Hearing Re: Distribution on June 21, 2027 at 2:00 p.m. in
21 Department CX105. Plaintiffs is ordered to file a final report and declaration by the Settlement
22 Administrator regarding settlement distribution no later than 16 court days prior to the Hearing.

23 **IT IS SO ORDERED.**

24
25 DATED: _____, 2026

Hon. Melissa R. McCormick
Judge of the Superior Court