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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

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR
VIOLATION OF THE CALIFORNIA
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

Assigned for All Purposes:
Judge Melissa R. McCormick
Dept. CX105

1 Plaintiffs DAVID NGUYEN and CZARMAN LUCEA (“Plaintiffs”), on behalf of
2 themselves as aggrieved employees, the State of California, and other aggrieved employees, hereby
3 bring this First Amended Representative Action Complaint (“Complaint”) against Defendants
4 BAXTER HEALTHCARE CORPORATION, a Delaware corporation; KELLY SERVICES
5 GLOBAL, LLC, a Michigan limited liability company; and DOES 1 to 50 inclusive (collectively
6 “Defendants”), and on information and belief alleges as follows:

7 **JURISDICTION AND VENUE**

8 1. Plaintiffs bring this Complaint for recovery of civil penalties under the California
9 Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”), for Defendants’
10 violations of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order 1-2001
11 (“Wage Order 1”), including Labor Code §§ 201-204, 226, 226.7, 246, 432, 510, 512, 516, 558,
12 558.1, 1182.12, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2802, 226(a), (e), 1174(d), 204(a)-(b),
13 210, 218. This Court has jurisdiction over Defendants’ violations of the Labor Code because the
14 amount in controversy exceeds \$25,000.

15 2. Venue is proper in this judicial district because Defendants maintain offices, have
16 agents, and/or transact business in the State of California, including Orange County, and some of
17 the acts and omissions complained of herein occurred in Orange County. Furthermore, Plaintiff
18 Nguyen was employed by Defendants within Orange County. Plaintiff Lucea was employed by
19 Defendants within Solano County.

20 **PARTIES**

21 3. Plaintiffs are, and at all times relevant herein were, individuals over the age of
22 eighteen (18) and are California residents. Within the statute of limitations applicable to each cause
23 of action pled herein, Plaintiffs were employed by Defendants as non-exempt employees. Plaintiffs
24 were, and are, victims of Defendants’ policies, practices, and/or customs complained of herein and
25 have been deprived of their rights guaranteed by Labor Code §§ 201-204, 210, 218, 226, 226.7, 246,
26 432, 510, 512, 516, 558, 558.1, 1182.12, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2802, and Wage
27 Order 1.

1 4. Plaintiffs are informed and believe, and based thereon allege, that during the
2 applicable statute of limitations for each cause of action pled herein and continuing to the present,
3 Defendants engaged in and continue to engage in business, and employed Plaintiffs and other,
4 similarly-situated non-exempt employees within Orange County, and the State of California and,
5 therefore, were (and are) doing business in Orange County and the State of California.

6 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or
7 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
9 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed,
10 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
11 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
12 and proximately caused Plaintiffs and aggrieved employees to be subject to the unlawful
13 employment practices, wrongs, injuries, and damages complained of herein.

14 6. At all times herein mentioned, each of said Defendants participated in the doing of
15 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
16 Defendants, and each of them, were the agents, servants, and employees of each of the other
17 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
18 within the course and scope of said agency and employment.

19 7. Plaintiffs are informed and believe, and based thereon allege, that at all times
20 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
21 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
22 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
23 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
24 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

25 8. At all times herein mentioned, Defendants, and each of them, were members of, and
26 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
27 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.
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1 9. At all times herein mentioned, the acts and omissions of various Defendants, and
2 each of them, concurred and contributed to the various acts and omissions of each and all of the
3 other Defendants in proximately causing the injuries and damages as herein alleged.

4 **FACTUAL ALLEGATIONS**

5 10. Defendant BAXTER HEALTHCARE CORPORATION owns, operates, or
6 otherwise manages a medical device manufacturing facility in Irvine, California. Defendant KELLY
7 SERVICES GLOBAL, LLC owns, operates, or otherwise manages a staffing agency. Defendant
8 BAXTER HEALTHCARE CORPORATION employed Plaintiff Nguyen as an hourly-paid, non-
9 exempt employee via Defendant KELLY SERVICES GLOBAL, LLC, a staffing agency, from
10 approximately February 2023 to August 2023 as an assembler at its Irvine facility. Defendant
11 BAXTER HEALTHCARE CORPORATION employed Plaintiff Lucea from approximately
12 November 2020 to January 2024 as a Delivery Driver at the Dixon facility.

13 11. The “aggrieved employees” that Plaintiffs seek civil penalties on behalf of are all
14 current and former hourly-paid or non-exempt direct-hire or staffing agency employees who worked
15 for Defendant BAXTER HEALTHCARE CORPORATION within the State of California.

16 12. Labor Code §§ 1194, 1197, and Wage Order 1, § 4 entitle employees to receive no
17 less than the minimum wage fixed by the comission or by any applicable state or local law for all
18 hours worked. Labor Code §§ 510, 1198, and Wage Order 1, § 3 provide that non-exempt
19 employees are entitled to all overtime wages at the regular rate of pay. During the relevant time
20 period, Defendants’ timekeeping and/or payroll policies and practices resulted in Plaintiffs and
21 other aggrieved employees not being compensated for all hours actually worked. Plaintiffs and
22 other aggrieved employees regularly worked more than eight hours in a workday or 40 hours in a
23 workweek. Upon information and belief, Defendants required Plaintiffs and other aggrieved
24 employees to perform work before their scheduled shifts, after their scheduled shifts, and/or during
25 off-the-clock meal breaks, and failed to compensate employees for this time. Upon information and
26 belief, Defendants also subjected Plaintiffs and other aggrieved employees to unlawful time-shaving
27 and/or time rounding practices and failed to compensate them for all hours they actually worked. As
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1 a result, Plaintiffs and other aggrieved employees were not compensated for all earned minimum
2 and overtime wages.

3 13. Labor Code §§ 226.7, 512, and Wage Order 1, § 11 require employers to provide
4 non-exempt employees with compliant meal periods or pay premiums at the regular rate of
5 compensation. During the relevant time period, Defendants failed to provide Plaintiffs and other
6 aggrieved employees with all legally compliant meal periods due to Defendants' meal period
7 policies/practices, which have frequently resulted in late (commencing after the fifth hour of work),
8 short (less than 30 minutes), and/or missed meal periods. Upon information and belief, Plaintiffs
9 and other aggrieved employees were not able to take their legally compliant meal breaks due to
10 work demands imposed by Defendants and time spent donning and doffing their personal protective
11 equipment. Upon information and belief, Defendants also subjected Plaintiffs and other aggrieved
12 employees to unlawful time-shaving and/or time rounding practices and failed to compensate them
13 for all hours they actually worked. On those occasions when Plaintiffs and other aggrieved
14 employees were not provided with all legally compliant meal periods to which they were entitled,
15 Defendants failed to compensate Plaintiffs and other non-exempt employees with the required meal
16 period premium(s) for each workday there was a meal period violation as mandated by Labor Code
17 § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of
18 meal period premium payments as required by Labor Code § 226.7 in the event that a legally
19 compliant meal period was not provided to their employees.

20 13. Labor Code §§ 226.7 and Wage Order 1, § 12 require employers to authorize and
21 permit non-exempt employees to take compliant rest periods or pay premiums at the regular rate of
22 compensation. During the relevant time period, Plaintiffs and other aggrieved employees were not
23 authorized and permitted to take all required rest periods due to Defendants' unlawful rest period
24 policies/practices, which failed to authorize and permit a net 10-minute rest period for every four
25 hours worked, or major fraction thereof. Upon information and belief, Plaintiffs and other aggrieved
26 employees were not able to take their legally compliant meal breaks due to work demands imposed
27 by Defendants and time spent donning and doffing their personal protective equipment. On those
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1 occasions when Plaintiffs and other aggrieved employees were not authorized and permitted to take
2 all legally compliant rest periods to which they were entitled, Defendants failed to compensate them
3 with the required rest period premium(s) for each workday there was a rest period violation as
4 mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no
5 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in
6 the event that a legally compliant rest period was not authorized and permitted to their non-exempt
7 employees.

8 14. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
9 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
10 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
11 statements to Plaintiffs and other aggrieved employees. As a further result of Defendants' failure to
12 pay all minimum and overtime wages, and meal and rest period premium wages, Defendants failed
13 to timely pay all final wages to Plaintiffs and other aggrieved employees upon their separation of
14 employment from Defendants.

15 15. Additionally, upon information and belief, Defendants required aggrieved employees
16 to incur necessary business expenses and failed to reimburse aggrieved employees.

17 16. On or about August 25, 2023, Plaintiff Nguyen submitted a request for inspection or
18 copy of his personnel file, payroll and time records, and all documents he signed relating to the
19 obtaining or holding of employment under Labor Code §§ 226(b), 432, and 1198.5 to Defendants
20 via certified mail. As of the date of this Complaint, Defendants have failed to permit Plaintiffs to
21 inspect or copy his/her employment records.

22 17. On or about August 25, 2023, Plaintiff Nguyen notified Defendant BAXTER
23 HEALTHCARE CORPORATION via certified mail, and notified the California Labor and
24 Workforce Development Agency ("LWDA") via its website, of Defendant BAXTER
25 HEALTHCARE CORPORATION's alleged violations of the Labor Code and Plaintiff's intent to
26 bring a claim for civil penalties under Labor Code § 2698, *et seq.* with respect to the violations of
27 the Labor Code identified in the preceding paragraphs. On October 3, 2023, Plaintiff Nguyen
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1 notified Defendant KELLY SERVICES GLOBAL, LLC via certified mail, and notified the
2 California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’
3 violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor
4 Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding
5 paragraphs. Now that 33 days and 65 days have passed from Plaintiffs notifying Defendants and the
6 LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has
7 not provided notice that it intends to investigate the violations, Plaintiff has exhausted
8 administrative requirements for bringing a claim under the Private Attorneys General Act with
9 respect to these violations.

10 18. On or about March 22, 2024, Plaintiff Lucea notified Defendant BAXTER
11 HEALTHCARE CORPORATION via certified mail, and notified the California Labor and
12 Workforce Development Agency (“LWDA”) via its website, of Defendant BAXTER
13 HEALTHCARE CORPORATION’S violations of the Labor Code and Plaintiff’s intent to bring a
14 claim for civil penalties under Labor Code § 2698, *et seq.* with respect to the violations of the Labor
15 Code identified in the preceding paragraphs. Now that 33 days and 65 days have passed from
16 Plaintiff notifying Defendant BAXTER HEALTHCARE CORPORATION and the LWDA of these
17 violations, Defendant BAXTER HEALTHCARE CORPORATION has not cured any curable
18 violations, and the LWDA has not provided notice that it intends to investigate the violations,
19 Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys
20 General Act with respect to these violations.

21 **FIRST CAUSE OF ACTION**

22 **PRIVATE ATTORNEYS GENERAL ACT**

23 **(Against All Defendants)**

24 19. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
25 fully set forth herein.

26 20. Plaintiffs, “aggrieved employees” within the meaning of Labor Code § 2698, *et seq.*,
27 acting on behalf of themselves and other aggrieved employees (collectively, “Aggrieved
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Employees”), bring this representative action against Defendants to recover the civil penalties due to Plaintiffs and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay for all hours worked, including overtime hours worked in violation of Labor Code §§ 210, 218.
- c. Failing to pay Aggrieved Employees all earned overtime compensation, including at one and half times the regular rate of pay, and the calculations thereof, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- d. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- e. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of

- 1 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 2 f. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
- 3 statements in violation of Labor Code § 226, 226(a), (e);
- 4 g. Failing to timely pay all final wages and compensation earned by Aggrieved
- 5 Employees at the time of separation in violation of Labor Code §§ 201-203;
- 6 h. Failure to reimburse Aggrieved Employees for all necessary business expenses in
- 7 violation of Labor Code § 2802;
- 8 i. Failing to pay Aggrieved Employees all earned wages at least twice during each
- 9 calendar month in violation of Labor Code § 204, 204(a)(b);
- 10 j. Failing to permit Aggrieved Employees' inspection of employment records in
- 11 violation of Labor Code §§ 226, 432, 1198; and
- 12 k. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
- 13 of Labor Code §§ 1174, 1174(d) and 1198.
- 14 l.
- 15 m. Failing to comply with various requirements with respect to the provision of paid
- 16 sick leave in violation of Labor Code § 246.
- 17 n. Failing to comply with with various requirements with respect to reporting time pay
- 18 in violation of Labor Code § 1198.
- 19 o. Failing to provide a safe and healthful work environment.
- 20 p. Failing to permit inspection of personnel records violation of Labor Code §§ 226(b),
- 21 432, and 1198.5.
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23 21. Plaintiffs have incurred attorneys' fees and costs, which Plaintiffs are entitled to

24 receive under California Labor Code § 2699(g).

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose

27 behalf this suit is brought against Defendants, as follows:

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1 1. Upon the First Cause of Action, for civil penalties due to Plaintiffs, other Aggrieved
2 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
3 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
4 pay each employee and \$200 for each subsequent violation or willful or intentional violation
5 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
6 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
7 pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation
8 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay
9 period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant
10 to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section 256, a civil
11 penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of
12 Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each subsequent
13 violation per employee per pay period for those violations of the Labor Code for which no civil
14 penalty is specifically provided;

15 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
16 2699(g) and Code of Civil Procedure § 1021.5; and

17 3. For such other and further relief, the Court may deem just and proper.
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19 DATED: March 19, 2026

JUSTICE FOR WORKERS, P.C.

21 By: /s/ William C. Sung

22 William C. Sung

23 Tiffany L. Luu

24 Attorneys for Plaintiff DAVID NGUYEN
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1 DATED: March 19, 2026

**OTKUPMAN LAW FIRM, A LAW
CORPORATION**

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4 By: /s/ Roman Otkupman

Roman Otkupman

5 Nidah Farishta

6 Attorneys for Plaintiff CZARMAN LUCEA
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