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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; Plaintiff, 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 WILLIAM C. SUNG IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTELEMENT; 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, William C. Sung, hereby declare as follows:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers, P.C., counsel of record for Plaintiff David Nguyen in this action. I am lead counsel for Plaintiff Nguyen in this case and I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto.

ATTORNEY QUALIFICATIONS

2. My qualifications are as follow: I received my J.D. from the University of Southern California Gould School of Law in 2011. During law school, I served as the Senior Content Editor on the Southern California Law Review where I published the article: *Taking the Fight Back to Title VII: A Case for Redefining "Because of Sex" to Include Gender Stereotypes, Sexual Orientation, and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel of JM Eagle; and participated in the law school's Employer Legal Advice Clinic.

3. After passing the California Bar in December 2011, I began practicing management-side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I began focusing my practice at Lewis Brisbois on representing employers in wage and hour class and PAGA action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of Lewis Brisbois' Wage & Hour Class Action Practice Group. In November 2020, I was elevated as the Co-Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the youngest attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity partner, becoming one of the youngest equity partners and the third Asian-American equity partner in the history of this 1,500-attorney firm. During my tenure as a wage and hour class action defense attorney, I have represented employers in over 80 wage and hour class and/or PAGA action lawsuits.

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4. In July 2023, I joined Justice for Workers, P.C. ("JFW") and began heading its Complex Litigation Practice Group where I focus my practice on representing employees in wage and hour class and PAGA action lawsuits.

5. In my current practice at JFW, I serve as the lead plaintiff's counsel on over 100 pending class and/or PAGA actions. In addition to this matter, my team and I have resolved over 70 other class and/or PAGA actions at mediation. The following are cases in which I have received final approval of class action and/or PAGA settlement and I was appointed as class and/or PAGA counsel*: Darcy Nuber v. Fever Labs, Inc.*, Los Angeles Superior Court, Case No. 23STCV21796, final approval of class/PAGA settlement granted on March 30, 2026; *Jonathan Colquitt v. Golden State Foods Corp.*, Los Angeles Superior Court Case No. 23STCV29902, approval of PAGA settlement granted on March 27, 2026; *Cristina Inzunza v. EOS Hospitality DBA L'Ermitage Beverly Hills*, Los Angeles Superior Court Case No. 24STCV30593, approval of PAGA settlement granted on March 26, 2026; *Juan Arias v. Contactability.com LLC*, Orange County Superior Court Case No. 30-2023-01352000-CU-OE-CXC, approval of PAGA settlement granted on March 26, 2026; *Cesar Tate v. St. Distributing Co., LLC*, Los Angeles Superior Court Case No. 23STCV22743, final approval of class/PAGA settlement granted on February 11, 2026; *Andrew Carmona v. Western Holdings Group dba Los Angeles Property Management Group*, Los Angeles Superior Court, Case No. 23STCV24028, final approval of class/PAGA settlement granted on January 29, 2026; *Poul Bedri v. City of Hope National Medical Center*, Los Angeles Superior Court, Case No. 23STCV23713, final approval of class/PAGA settlement granted on January 28, 2026; *Irene Eunhee Ikuta v. TAKEE International, Inc.*, Los Angeles Superior Court, Case No. 23STCV21120, final approval of class/PAGA settlement granted on January 22, 2026; *Amourafina Burton v. Trove Recommerce, Inc.*, San Mateo Superior Court, Case No. 23-CIV-06108, final approval of class/PAGA settlement granted on January 9, 2026; *Shayne Werber v. Teleferic Barcelona*, Los Angeles Superior Court Case No. 23STCV25517, final approval of class/PAGA settlement granted on December 17, 2025; *Linda Salazar Ayala v. Applied Membranes, Inc.*, San Diego Superior Court Case No. 37-2023-00054420-CU-OE-CTL, final approval of class/PAGA settlement granted on December 5, 2025; *Hai Luu v. Cambro Manufacturing Co.*, Orange County

Superior Court, Case No. 30-2024-01389852-CU-OE-CXC, approval of PAGA settlement granted on November 7, 2025; *Justin Le, et al. v. Dragonfly Tea Bar LLC, et al.*, Los Angeles Superior Court Case No. 23STCV26247, final approval of class/PAGA settlement granted on October 29 2025; *Ryan Lukman v. Safe Haven Security Services, LLC*, Riverside County Superior Court, Case No. CVRI2400777, final approval of class/PAGA settlement granted on October 1, 2025; *Amaya Nelson v. Clair Global Corp.*, Los Angeles Superior Court, Case No. 24STCV14597, final approval of class/PAGA settlement granted on May 22, 2025; *Jose Regalado v. United Markets*, Marin County Superior Court Case No. CV0001169, final approval of class/PAGA settlement granted on August 29, 2025; *Mushfiqur Chowdhury v. CWT US, LLC*, Los Angeles Superior Court Case No. 23STCV25373, final approval of class/PAGA settlement granted on August 22, 2025; *Pedro Hernandez v. Edmund A. Gray Co.*, Los Angeles Superior Court Case No. 24STCV04118, final approval of class/PAGA settlement granted on August 19, 2025; *Pedro Hernandez v. Steps Apparel Group, Inc., et al.*, Los Angeles Superior Court Case No. 23STCV27883, approval of PAGA settlement granted on August 13, 2025; *Doelisha Kelly v. Pan American Properties, Inc.*, Orange County Superior Court Case No. 30-2023-01362739-CU-OE-CXC, approval of PAGA settlement granted on July 11, 2025; *Alexis Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles Superior Court Case No. 23STCV21174, final approval of class/PAGA settlement granted on July 3, 2025; *Randall Bachman v. Geodis Logistics LLC*, Riverside Superior Court, Case No. CVRI2400956, final approval of class/PAGA settlement granted on June 25, 2025; *Chinyere Ezekwesili v. Vermont HealthCare Center LLC*, Los Angeles Superior Court Case No. 24STCV17871, approval of PAGA settlement granted on June 11, 2025; *Jorge Nieto v. Pick-Your-Part Auto Wrecking*, Riverside Superior Court Case No. CVRI2402255, approval of PAGA settlement granted on May 29, 2025; *Ted Kim v. Hyundai America Technical Center, Inc.*, San Bernardino Superior Court Case No. CIVSB2326861, approval of PAGA settlement granted on May 21, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San Benito Superior Court Case No. CU-23-00249, final approval of class/PAGA settlement granted on May 7, 2025; *Isaias Velasco v. Nature's Produce*, Los Angeles County Superior Court Case No. 23STCV23811, approval of PAGA settlement granted on April 29, 2025; *Norma Borquez v. Smart Metals Recycling LLC*, Yolo

Superior Court Case No. CV2024-0050, final approval of class/PAGA settlement granted on April 4, 2025; *Juan Hinojos Campos v. Applied Technology Group, Inc.*, Kern Superior Court Case No. BCV-23-103067, final approval of class/PAGA settlement granted on March 11, 2025; *Dennisha Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court Case No. CVRI2305600, final approval of class/PAGA settlement granted on December 18, 2024.

6. Tiffany L. Luu, Esq.'s primary practice has been employment law throughout her entire legal career. Ms. Luu handled a number of wage and hour matters, including individual actions and class and/or PAGA actions, on behalf of plaintiffs and defendants. Ms. Luu received her J.D., cum laude, along with her Master of Dispute Resolution, from the Pepperdine University Rick J. Caruso School of Law in 2020. Ms. Luu practiced as a labor and employment associate for the next 3 years representing employers in wage and hour class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith LLP and Fisher & Phillips LLP. In January 2024, Ms. Luu joined JFW and as an associate in the Complex Litigation Practice Group, where she focuses her practice on representing employees in wage and hour class and PAGA action lawsuits. Ms. Luu has been appointed as Class Counsel in most of the settlements identified in above.

SUMMARY OF THE LITIGATION AND SETTLEMENT

7. As counsel for Plaintiff Nguyen and Aggrieved Employees, I have been intimately involved in this case since its inception and I believe that the proposed PAGA settlement is a fair and equitable result for Aggrieved Employees and the State. Enclosed as **Exhibit 1** is a true and correct copy of the parties' fully executed PAGA Settlement Agreement (the "Settlement" or "Agreement"). The Explanatory Letter is attached as **Exhibit A** to the Agreement.

8. Defendant Baxter operates medical device manufacturing facilities in California and Defendant Kelly is a staffing agency.

9. On August 25, 2023 and October 3, 2023, Plaintiff Nguyen submitted the LWDA Letter and Amended LWDA Letter of alleged Labor Code violations to Defendants and the LWDA. Plaintiff Nguyen's administrative exhaustion period expired without the LWDA indicating its intent to investigate the allegations. Enclosed as **Exhibit 2** is a true and correct copy of the LWDA letter. Enclosed as **Exhibit 3** is a true and correct copy of the Amended LWDA letter. On October 30,

2023, Plaintiff Nguyen filed the Representative Action Complaint alleging a single cause of action for Violation of the California Private Attorneys General Act.

10. On May 31, 2024, the Court granted Defendants' Motion to Compel Arbitration and ordered Plaintiff Nguyen to arbitrate his individual claims, dismiss class claims, and stay PAGA claim pending individual arbitration.

11. Thereafter, Plaintiff Nguyen filed a Demand for Arbitration against Defendants with AAA, Case No. 01-24-0008-1468-2-RJ.

12. After the Parties agreed to a global settlement and executed the Agreement, the Parties stipulated to, and the Court granted on March 18, 2026, consolidation of the Actions. On Mach 19, 2026, Plaintiffs filed the operative First Amended Complaint which consolidated the Action ("Complaint"). Enclosed as **Exhibit 4** is a true and correct copy of the Complaint.

DISCOVERY, INVESTIGATION, AND MEDIATION

13. Prior to mediation, the Parties engaged in informal discovery which allowed the Parties to meaningfully mediate this matter. Specifically, Defendants produced: (1) PAGA demographics including the number of Aggrieved Employees and PAGA Pay Periods; (2) time and payroll records for a 20% random sampling of Aggrieved Employees during the PAGA Period; (3) Defendants' employee handbooks and standalone policies and procedures; and (4) Plaintiffs' personnel records and wage statements.

14. Plaintiffs' counsel retained and worked with an expert data scientist with prior class action litigation experience, AttorneyTalk, to analyze and review the documents regarding Defendants' wage and hour policies and practices, Aggrieved Employees' time and pay records, and other information provided by Defendants and Plaintiffs. Plaintiffs' counsel were able to evaluate the probability of success on the merits and Defendant's maximum and risk-adjusted monetary exposure and prepare a damage analysis prior to mediation. The time and pay records of a sampling of Aggrieved Employees allowed Plaintiffs' counsel and their expert to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Plaintiffs' counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Thus, Plaintiffs and Plaintiffs' counsel's familiarity with the facts of the case and the legal issues

raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

15. On May 1, 2025, the Parties participated in private mediation before Steven Pearl, Esq., an experienced, neutral, class action and PAGA mediator. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached.

16. The Parties did not reach a settlement at mediation on May 1, 2025. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendants' defenses, the Parties eventually reached a settlement of the Actions on June 26, 2025, the material terms of which are encompassed within the Settlement. The Parties recognized that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. Plaintiffs considered the risk and uncertainty of the outcome inherent in any litigation when determining whether this Settlement was the correct option.

KEY TERMS OF THE PROPOSED PAGA SETTLEMENT

17. Plaintiff Nguyen's litigation costs are approximately $11,467.35, including estimated future costs in filing this Motion and supporting papers ($77.97), supplemental filings for this Motion ($77.97), and filing of the Settlement Administrator's declaration of compliance re settlement administration ($13.66). Enclosed as **Exhibit 5** is a true and correct itemized list of costs incurred by Plaintiff Nguyen to date and estimated future costs.

18. The Parties jointly selected CPT Group as the neutral entity to administer this Settlement based on its bid of $8,500.00.

19. Based on the number of Pay Periods worked during the PAGA Period, Plaintiff Nguyen is estimated to receive approximately $51.91 in Individual PAGA Payment and Plaintiff Lucea is estimated to receive $66.74 in Individual PAGA Payment. Via separate settlement agreements, the Parties have agreed to settle each Plaintiff's individual, non-PAGA wage and hour claims, along with a general release of all claims and waiver of Code of Civil Procedure § 1152, for

$15,000.00 each.

20. The amount estimated in the Net Settlement Amount for the LWDA payment and the Aggrieved Employee payment is $239,084.50. Accordingly, approximately $59,771.13 (25% of the Net Settlement Amount) will be paid to the estimated 536 Aggrieved Employees on a pro-rata basis based on the number of pay periods each Aggrieved Employee worked during the PAGA Period, and the raw average payment to Aggrieved Employees is estimated at $111.51.

THE SETTLEMENT WARRANTS APPROVAL

21. Plaintiffs' counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and on their own independent investigation and evaluation, Plaintiffs' counsel is of the opinion that the Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that could be asserted by Defendant on the merits, the Settlement is in the best interests of the Aggrieved Employees and the State. The Settlement avoids the risks, burdens, and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation, informal discovery, and employee data analysis, they have not participated in substantial formal discovery procedures, including depositions and expert discovery. Moreover, preparation for trial would remain for the Parties, as well as the prospect of appeals in the wake of any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

22. Based on Plaintiffs' counsel's analysis of the time and payroll records provided by Defendant and on information from Plaintiffs, Plaintiffs' counsel evaluated Defendant's maximum and risk-adjusted potential exposure. Based on Defendants' disclosures, there were approximately 536 Aggrieved Employees who collectively worked approximately 32,241 pay periods.

23. Plaintiffs' assessment of potential recovery of PAGA penalties in this Motion is limited to $100 initial penalties because, to Plaintiffs' knowledge, Defendants have not been subject to any prior court judgments or Labor Commissioner order placing it on notice of any violation pertaining to the claims Plaintiffs asserted and the heightened subsequent violation penalty should not apply.

24. As to all claims, Defendants argue the Court will exercise its discretion to reduce PAGA penalties. Here, Defendants argue that based on their compliant policies and practices, their defenses on Plaintiffs' theories of liability on the merits, and the hyper technical nature of the regular rate claims, the Court will significantly reduce any award of PAGA penalties based on its good-faith compliance with the Labor Code

25. Unpaid Wages Due to Rounding and Regular Rate Violations. Plaintiffs alleged Defendants failed to pay all minimum and overtime wages due to unlawful rounding of employee time punches. Plaintiffs' expert found minimum wage violations in 9.79% of pay periods due to Defendants' rounding practice. Plaintiffs also alleged that Defendants failed to factor in all non-discretionary renumeration into the regular rate of pay. Plaintiffs' expert found overtime violations in 12.05% of pay periods due to Defendants' rounding and regular rate practices and 8.25% of pay periods had a paid sick leave violation arising from regular rate issues. Based on the expert's analysis and extrapolating the violation rates, Plaintiffs estimated Defendants' maximum liability for civil penalties are $315,540.77 for minimum wage violations, $194,291.37 for overtime violations, and $266,124.35 for paid sick leave violations.

26. In response, Defendants argued their rounding policies/practices were lawful, since it was both neutral on its face and resulted, over time, in employees being paid for all hours worked. Defendants also contended that multiple Courts of Appeal have found rounding mechanisms to be lawful under similar circumstances. As to the regular rate theory, Defendants argued it properly factored most incentives into the regular rate and vigorously opposed any regular rate lability. Defendants further argued that, even if there were underpayment of wages as a result of their rounding and regular rate practices, any underpayment were "dollars and cents," significantly disproportionate to their penalty exposure, and the Court will dramatically reduce penalties as a result. Thus, Plaintiffs discounted Defendants' maximum exposure by 50% to account for the risk of the Court reducing penalties and the risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at a realistic exposure of $157,770.38 for minimum wage violations, $97,109.69 for overtime violations, and $133,062.17 for paid sick leave violations.

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27. Meal Period Violations. Plaintiffs alleges that they and other employees sometimes did not receive compliant meal breaks. Plaintiffs' expert analyzed the records and found a net 24.42% violation rate by pay periods after applying meal period premiums (i.e., 24.42% of pay periods had one or more shifts without compliant meal period punches). Plaintiffs' expert estimated Defendants' maximum exposure for regular violations to be approximately $787,391.62. In response and in addition to the penalty reduction defense, Defendants countered that they have maintained compliant meal period policies and practices throughout the PAGA Period and always provided compliant meal periods in line with those policies. Defendants point to the fact that the sampling time records showed superior meal period compliance rate (Plaintiffs' expert found only 17% of shifts had a facial meal period violations) and that it paid approximately over 4,300 meal period premiums as evidence of its superior meal period compliance practices. As such, Defendants maintained Plaintiffs' meal period claim is unmanageable since individual inquiries would be needed to assess which employees, if any, took non-compliant meal periods, how many meal periods were non-compliant, and the reasons why a particular employee did not take a meal period on a particular shift and a meal period premium was not paid. Thus, Plaintiffs discounted Defendants' maximum exposure by 80% to account for the risk of the Court reducing penalties and the risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at a realistic exposure of $157,478.32.

28. Rest Period Violations. Plaintiffs allege that they and other employees sometimes were unable to take their rest breaks. Any rest period violations would not be reflected in the time or payroll records. Estimating that Aggrieved Employees did not receive compliant rest breaks in approximately 20% of pay periods 20, Plaintiffs' expert estimates Defendants' maximum penalty exposure for meal period violations to be approximately $644,820.00. In response, Defendants counter they have maintained compliant rest period policies and practices throughout the PAGA Period and always provided compliant rest periods in line with those policies. As such, Defendants maintain Plaintiffs' rest period claim is unmanageable since individual inquiries would be needed to assess which employees, if any, took non-compliant rest periods, how many rest periods were non-compliant, and the reasons why a particular employee did not take a rest period on a particular shift.

Thus, Plaintiffs discounted Defendants' maximum exposure by 80% to account for the risk of the Court reducing penalties and the risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at a realistic exposure of $128,964.00.

29. Wage Statement Penalties. Plaintiffs allege that Defendant failed to issue accurate itemized wage statements to Aggrieved Employees in violation of Labor Code § 226(a) because its wage statements stated the incorrect double time rate. Plaintiffs' expert found Defendants' maximum exposure for inaccurate wage statements to be $1,041,599.96. In response, Defendants argued that, even if the double time rates were incorrect, the amount of double time premiums paid were correct and Aggrieved Employees suffered no actual damages. Therefore, Defendants contended that the Court will significantly reduce civil penalties. Thus, Plaintiffs discounted Defendants' maximum exposure by 80% to account for the risk of the Court reducing penalties or failure to recover the full amount sought, to arrive at a realistic exposure of $208,319.99.

30. Waiting Time Penalties. As a result of the unpaid wages and meal and rest period premiums described above, Plaintiffs contend that Defendants failed to comply with its final pay obligations set forth in Labor Code §§ 201 to 202 to former employees. Thus, the claims for waiting time penalties are derivative of the underlying claims. There were 162 former employees, and at $100 per former employee, Defendants realistic exposure is $16,200.00.

31. Maximum Exposure and Realistic Recovery at Trial. Based on the foregoing, Plaintiffs' counsel believes Defendants' maximum exposure for PAGA penalties is $3,263,196.07 and their realistic recovery at trial on these claims to be $898,904.56. The $420,000.00 settlement is a fair result and amounts to "genuine and meaningful" relief "consistent with the underlying purpose of the statute to benefit the public" as it represents approximately **46.72%** of Plaintiffs' realistic recovery. This is a fair and equitable result, particularly because, under the Settlement, Aggrieved Employees will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

THE REQUESTED ATTORNEYS' FEES AND COST AWARD SHOULD BE APPROVED

32. This Settlement is beneficial in that it limits the risk of continued expenses and consumption of time, energy, and resources facing Defendant while at the same time rewarding

Plaintiffs' counsel for their decision to assume risk by taking on this matter. In fact, prosecution of this action involved significant financial risk for Plaintiffs' counsel. Plaintiffs' counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. Once Plaintiffs' counsel undertook this litigation on behalf of the Aggrieved Employees, they committed to pursue it to its conclusion, placing their fiduciary duty to the Aggrieved Employees ahead of all other concerns.

33. Plaintiffs' counsels' experience in wage and hour class and representative actions was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of this Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive law (state and federal), as well as the procedural law of representative action litigation. Based on these and other factors, Plaintiffs' counsel have recently received fee awards based on a percentage of the gross recovery

34. As of the filing of this Motion, Justice for Workers, P.C. incurred a total lodestar of $89,080.00 for 123.70 hours worked by attorneys successfully litigating this matter. Enclosed as **Exhibit 6** is a true and correct copy of my itemized timesheet. Enclosed as **Exhibit 7** is a true and correct copy of Ms. Luu's itemized timesheet. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. In total, Plaintiffs' counsel incurred a total lodestar of $161,120.00 for 210.70 hours, which represent a negative 0.87 lodestar multiplier.

35. The work JFW conducted include, but are not limited to meetings with the Plaintiff Nguyen and review of documents provided by him; legal research and investigation regarding the Defendant's practices at various points in the litigation; preparation and submission of Plaintiffs' PAGA notice letter; drafting pleadings and preparation for case management conferences; opposing Defendants' Motion to Compel Arbitration; initiating the arbitration proceedings; extensive meet and confer correspondence and discussions with Defendants' counsel regarding case management, mediation, and informal discovery for mediation; analysis of the informal discovery production and preparation of a damages model with the aid of an expert data scientist; research and preparation of Plaintiffs' mediation brief and participation in mediation; drafting, negotiating, and reviewing multiple drafts of the Agreement and attachments thereto; preparation, finalization, and filing of the

motion for approval and accompanying filings; anticipated preparation for and attendance at the hearing on motion for approval; anticipated monitoring approval of the Settlement and requested award; anticipated overseeing the administration process and distribution of funds; and communications with Plaintiff Nguyen regarding the case.

36. In assessing the reasonableness of the billing rates for the attorneys at Justice for Workers, P.C., I referred to the "Laffey Matrix" to set our hourly billing rates. *See* http://www.laffeymatrix.com/. The Laffey Matrix is a fee schedule used by many courts throughout the United States, including some California state courts and California Federal District Courts. The Laffey Matrix is a well-established objective source that California courts have relied on in assessing hourly rates since 2005. *See In Re HPL Technologies, Inc. Securities Litigation* (N.D. Cal. 2005) 366 F.Supp.2d 912, 921 (confirming use of the Laffey Matrix adjusted to account for locality pay differentials); *Rubalcaba v. Albertson's, LLC* (Cal. Super. Ct. May 25, 2017) No. BC528755, 2017 WL 4330597, at *4 reversed on other grounds.)

37. My associates and I at Justice for Workers, P.C. have extension experience providing class action services, both as defense attorneys and now as plaintiff's attorneys. When comparing the billing rates for attorneys at my firm with the Laffey Matrix, my associates and I bill below the rate for similarly skilled and tenured legal professionals:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (14th Year Attorney)	$948	$850	79.40	$67,490.00
Tiffany L. Luu (5th Year Attorney)	$581	$500	48.90	$24,450.00
		Total:	**128.30**	**$91,940.00**

38. Our fee requests based on a percentage of the gross settlement amount and a lodestar hourly rate of $850 per hour to me and $500 to my associates have been approved by multiple courts identified in Paragraph 4, *supra.*

39. Additionally, I estimate my associates and I will devote no less than 10 hours, although likely more time, to additional tasks, which are hours not included in the foregoing lodestar total. These additional hours will include time spent to obtain and monitor approval of the

Settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to inquiries, and communicate with Plaintiff Nguyen regarding the case.

40. Plaintiff Nguyen and I are not aware of any other cases that may be impacted by the Settlement.

41. On May 14, 2026, I served the LWDA by filing a copy of the fully executed Agreement, Motion for Approval of PAGA Settlement; Declarations of William C. Sung, Roman Otkupman, David Nguyen, Czaran Lucea, Julie Green of CPT Group, Yesenia Gallegos of McDermott Will & Schulte LLP on behalf of Baxter, Jennifer A. Riley of Duane Morris, LLP on behalf of Kelly; and Proposed Judgment and Order with the LWDA via online through its website https://dir.govfa.net/432 (Proposed Settlement of PAGA case). Enclosed as **Exhibit 8** is a true and correct copy of the LWDA's filing confirmation.

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

Executed on May 13, 2026 at Los Angeles, California.

William C. Sung

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Settlement" or "Agreement") is made and entered into between Plaintiffs David Nguyen and Czarman Lucea ("Plaintiffs"), acting in a Private Attorney General capacity, and Defendants Baxter Healthcare Corporation ("Baxter") and Kelly Services, Inc. ("Kelly") (collectively, "Defendants").

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. "Action" means the matter entitled *David Nguyen, et al. v. Baxter Healthcare Corporation, et al.,* filed on October 30, 2023in the Orange County Superior Court, Case No. 30-2023-01358073-CU-OE-CXC, and as set forth in Plaintiffs' correspondences to the California Labor and Workforce Development Agency ("LWDA Letters") dated on or about August 25, 2023, October 3, 2023, and March 22, 2024.

2. "Aggrieved Employees" means all current and former California hourly or non-exempt direct-hire employees employed by Baxter, or staffing employees employed by Kelly and staffed at Baxter during the PAGA Period. Defendants represent that there are approximately 536 Aggrieved Employees.

3. "Complaint" means the First Amended Representative Action Complaint for Violation of the California Private Attorneys General Act (Labor Code § 2698, *et seq.*), to be filed in the Action upon the execution of this Agreement and attached hereto as **Exhibit B**.

4. "Court" means the Superior Court of California for the County of Orange.

5. "Effective Date" means the date the Court enters an order approving the Settlement and entering judgment thereon.

6. "Individual PAGA Payment" means the amount to be paid to each Aggrieved Employee based on the formula described herein.

7. "LWDA" means the California Labor and Workforce Development Agency.

8. "Gross Settlement Amount" is the non-reversionary sum of Four Hundred Twenty Thousand Dollars and Zero Cents ($420,000.00), which represents the total all-in amount payable under this Settlement by Defendants, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiffs' Counsel's fees and costs, Plaintiffs' service award, and payment to the Settlement Administrator for administration costs.

9. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) Plaintiffs' Counsel's fees up to 35% of the Gross Settlement Amount, currently estimated at $147,000.00; (b) Plaintiffs' verified costs up to $30,000.00; (c) Plaintiffs' service award of $5,000.00 to each Plaintiff, totaling $10,000.00; and (d) verified administration costs up to $9,500.00.

10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*

11. “PAGA Period” means the time period from August 25, 2022, through the approval of the Settlement or August 26, 2026, whichever date is earlier.

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

13. “Parties” means Plaintiffs and Defendants, collectively.

14. “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

15. “Plaintiffs” means David Nguyen and Czarman Lucea.

16. “Plaintiffs’ Counsel” means William C. Sung and Tiffany L. Luu of Justice for Workers, P.C. and Roman Otkupman of Otkupman Law Firm.

17. “Released Parties” means Defendants Baxter Healthcare Corporation and Kelly Services Global, LLC, and Kelly Services, Inc. and any of their parents, subsidiaries, affiliates, predecessors or successors, and any and all of their agents, employees, officers, directors, and attorneys.

18. “Settlement Administrator” or “Administrator” means CPT Group.

II. <u>RECITALS</u>

1. Plaintiffs collectively allege that with regard to the Aggrieved Employees, Defendants (1) failed to pay wages; (2) failed to pay overtime; (3) failed to provide meal breaks; (4) failed to provide rest breaks; (5) failed to provide accurate wage statements; (6) failed to pay all wages due at separation; (7) failed to reimburse for business expenses; (8) failed to pay earned wages twice per month; (9) failed to maintain accurate records; (10) failed to permit inspection of time records, all of which result in liability for civil penalties under the PAGA; (11) failure to comply with provisions of California paid sick leave; (12) failure to comply with various requirements of reporting time pay; and (13) failure to provide a safe and healthful work environment, all of which Plaintiffs allege result in liability for civil penalties under PAGA.

2. Plaintiff Ngyuen provided on August 25, 2023, and October 3, 2023, and Plaintiff Lucea provided on March 22, 2024, the LWDA Letters to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in Paragraph II.1 above.

3. On October 30, 2023, Plaintiff Nguyen filed a PAGA representative action complaint in this Action. On May 30, 2024, Plaintiff Lucea filed a putative class action and PAGA representative action in Solano County Superior Court (the “Lucea Action”).

4. During the pendency of the Action, the Parties agreed to mediate this Action and the Lucea Acton collectively in a global mediation whereby the Parties would consider settling both cases as one single PAGA representative action settlement. The Parties engaged in an informal discovery exchange prior to mediation. In response to Plaintiffs' Counsel's informal discovery requests, Defendants provided Plaintiffs' Counsel with information and documents pertaining to Plaintiffs and other Aggrieved Employees and the claims in the Action in order for Plaintiffs' Counsel to investigate Plaintiffs' allegations and value of the PAGA claim, including but not limited to timekeeping and payroll data.

5. On May 1, 2025, the Parties participated in mediation before mediator Steve Pearl, Esq. With the assistance of Mr. Pearl, the Parties agreed to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiffs and the Aggrieved Employees subject to consolidating the Lucea Action with this Action.

6. As of October 14, 2025, the Parties entered into a fully executed Memorandum of Understanding agreeing to settle this Action and the Lucea Action as a consolidated PAGA representative action.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Plaintiffs that Plaintiffs' claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiffs, Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendants shall pay Four Hundred Twenty Thousand Dollars and Zero Cents ($420,000.00) as the **non-reversionary** Gross Settlement Amount. Defendants will not pay more than the Gross Settlement Amount (subject to the Escalator Clause below). The payment of the Gross Settlement Amount shall be made within fifteen (15) business days of the Effective Date. Defendants shall make the payment to the Settlement Administrator who will then distribute all payments required by this Agreement.

3. **Escalator Clause.** Baxter represents that Aggrieved Employees consist of approximately 536 non-exempt and hourly Baxter and Kelly employees, who worked approximately 32,241 pay periods during the PAGA Period. In the event the number of pay periods worked by the Aggrieved Employees exceeds 32,241 during the PAGA Period by more than 11%, Defendants shall be entitled to select either a pro-rata increase in the Gross Settlement Amount or a decrease in the end date covered by the PAGA Period so that the total number of pay periods worked is within 11% of 32,241. No later than 30 days prior to the hearing on Plaintiffs' motion for approval of PAGA settlement, Defendants shall verify the number of pay periods worked by Aggrieved Employees, and if applicable, elect whether to increase the Gross Settlement Amount or decrease the end date of the PAGA Period.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. Plaintiffs Counsel's Fees and Costs. Defendants will not oppose Plaintiffs' request for attorneys' fees in the amount up to 35% of the Gross Settlement Amount (currently estimated at $147,000.00), or costs incurred in prosecuting this Action up to $40,000.00, consistent with applicable law. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. If the Court believes the fees or costs should be reduced, the other terms of the Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. Defendants, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiffs' Counsel.

b. Administration Costs. Defendants will not oppose the Settlement Administrator's costs in the amount up to $9,500.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

c. Plaintiffs' Service Award. Defendants will not oppose Plaintiffs' request for a service award in the amount of $5,000.00 to each Plaintiff, totaling $10,000.00, consistent with applicable law, for Plaintiffs' service to the LWDA and the Aggrieved Employees and the risk Plaintiffs undertook by attaching Plaintiffs' name to the Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount. If the Court believes the service awards should be reduced, the other terms of the Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to Plaintiffs.

5. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be distributed pursuant to Labor Code § 2699(i) as follows:

a. 75% of the Net Settlement Amount shall be distributed to the LWDA.

b. 25% of the Net Settlement Amount shall be paid to Aggrieved Employees. This portion of the Net Settlement Amount shall be paid to all Aggrieved Employees pro rata based on the proportional number of Pay Periods worked by each Aggrieved Employee for Defendants in California during the PAGA Period.

c. The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement.

6. **PAGA Released Claims.** Plaintiffs agree that upon entry of an Order approving the Settlement and full payment by Defendants of the Gross Settlement Amount, all Aggrieved

Employees, including Plaintiffs, on behalf of themselves and their respective former and current representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, will release any and all PAGA Released Claims against the Released Parties that relate to or arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, as well as full payment by Defendants of the Gross Settlement Amount, Plaintiffs and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that relate to or arose during the PAGA Period against the Released Parties.

7. **No Right to Opt-Out.** Aggrieved Employees do not have the right to object or opt out of or otherwise exclude themselves from the settlement of claims for civil penalties under PAGA, and upon approval of the Settlement by the Court, each Aggrieved Employee will have released Defendants and each of the Released Parties from, of, and for claims for civil penalties under PAGA released herein, including the PAGA Released Claims, and each Aggrieved Employee will be entitled to receive payment in conformity with the Settlement.

8. **Covenants and Representations by Plaintiffs and Plaintiffs' Counsel.**

a. Plaintiffs represent and warrant that Plaintiffs have not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiffs acknowledge that Plaintiffs have read this Settlement, that Plaintiffs fully understand Plaintiffs' rights, privileges and duties under the Settlement, and enter into this Settlement freely and voluntarily, and without duress. Plaintiffs further acknowledge that Plaintiffs had the opportunity to consult with Plaintiffs' attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

9. **Notification to LWDA.** Plaintiffs' counsel will notify the LWDA of the Settlement at the time the Settlement is submitted to the court for approval, seek approval of the Settlement, and perform any and all statutory tasks as required by law.

10. **Termination of Settlement.** If the Court does not approve the Settlement, or if the Court does not enter judgment as provided for in this Settlement, or if the Court makes or orders material changes to the Basic Settlement Terms (defined as the Gross Settlement Amount; the PAGA Period; the Escalator Clause; the PAGA Released Claims; and/or the Parties' respective right to terminate the settlement as provided herein), or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the material terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement. However, before exercising this option, a Party contemplating terminating the Settlement will attempt to work with the other Party in good faith to modify the Settlement in order to obtain Court approval or to otherwise cure any defect in the Settlement.

11. **Judgment.** As part of the Motion to approve the Settlement, Plaintiffs shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement, and the Court retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement pursuant to Cal. Code Civ. Proc. § 664.6. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiffs and Aggrieved Employees. Before filing the motion for approval of the settlement, Plaintiffs shall provide a draft of said motion, and the proposed order and judgment upon the motion, to Defendants for review and comment, and will obtain Defendants comments and consent prior to submission of the motion and proposed order and judgment to the Court. Defendants shall have 10 business days after their receipt of the draft of said motion, and the proposed order and judgment upon the motion, to provide their comments and consent, after which Defendants shall be deemed to have consented to the proposed judgment.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use CPT Group to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within fifteen (15) calendar days of the Effective Date, Defendants shall provide the Settlement Administrator with information for Aggrieved Employees. Defendants will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, total number of Pay Periods or dates of employment, and Social Security number. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within seven (7) calendars days of receiving the Aggrieved Employees' information from Defendants, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within fifteen (15) calendar days of the Settlement being fully funded as provided above in Section III.2, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A** and to be translated into Spanish by the Settlement Administrator, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail. If the Court orders modifications to the explanatory letter, the Parties may re-submit a modified explanatory letter consistent with the Court's order without amending this Agreement.

The Settlement Administrator will calculate the amount to be received by each Aggrieved

Employee, which will be based on the formula set forth in Section III.5., *supra.* The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address, using a skip-trace or other similar search, using the name, address and/or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing if a new address is located.

Defendants fully discharge their obligations to those Aggrieved Employees to whom they will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the State Controller's Office under the unclaimed property fund laws in the names of the Aggrieved Employees to whom the checks were issued.

5. **Payment of Remainder.** Within fifteen (15) calendar days of the Settlement being fully funded, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorney's fees and costs to Plaintiffs' Counsel; (3) Court-approved service award to Plaintiffs; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** No later than ten (10) business days prior to the Court's Final Accounting Hearing, if any such hearing is set by the Court, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement and/or uncashed.

7. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiffs nor Defendants, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. MISCELLANEOUS PROVISIONS

1. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiffs nor Defendants shall be considered the "drafter" of this

Settlement for purposes of having terms construed against that Party. This Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

2. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, assigns, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees and other fees incurred in connection with this Settlement and Plaintiffs' PAGA claim, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement shall be construed under and governed by the laws of the state of California. This Settlement shall be deemed to have been entered into in the County of Los Angeles, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Orange.

5. **Complete Agreement.** The Parties each acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims in the Action. This Settlement cannot be amended or modified except by a writing signed by counsel for the Parties hereto.

6. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions unless otherwise required under this Agreement.

7. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. Plaintiffs will submit a proposed judgment in conformity with this Agreement to be entered by the Court, which shall constitute a final and binding resolution of the PAGA claim in the Action. Plaintiffs will provide a draft of the proposed judgment to Defendants and will obtain Defendants comments and consent prior to submission of same to the Court. Defendants shall have 10 business days after their receipt of the proposed judgment to provide their comments and consent, after which Defendants shall be deemed to have consented to the proposed judgment.

8. **Authorization to Enter into Settlement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other

and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

9. **Execution and Counterparts.** This Settlement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and

10. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the PAGA claim in the Action, and. have arrived at this Settlement after arm's-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement. the same instrument.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

12. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

14. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

15. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms under California Code of Civil Procedure § 664.6 and any other applicable statute or law, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

16. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any

statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

17. **Confidential.** The Parties agree that this Settlement is confidential (except for purposes of enforcement) and that no Party will issue any press release nor other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

18. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any action, motion, or other proceeding.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

ACCEPTED AND AGREED:

Dated: 3/3____________, 2026 ______________________________
Plaintiff David Nguyen

Dated: ______________, 2026 ______________________________
Plaintiff Carmen Lucea

Dated: ______________, 2026 ______________________________
Defendant Baxter Healthcare Corporation

____
Printed Name

____
Title

Dated: ______________, 2026

____
Defendant Kelly Services, Inc.

____
Printed Name

____
Title

AGREED AS TO FORM AND CONTENT:

Dated: March 3, 2026

____
William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C.
Attorneys for Plaintiff David Nguyen

Dated: ______________, 2026

____
Roman Otkupman
OTKUPMAN LAW FIRM, A LAW CORPORATION
Attorneys for Plaintiff David Nguyen

Dated: ______________, 2026

____
Yesenia Gallegos
McDermott Will & Schulte LLP
Attorneys for Defendant Baxter Healthcare Corporation

Dated: ______________, 2026

____
Eden E. Anderson
Duane Morris LLP
Attorneys for Kelly Services, Inc.

statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

17. **Confidential.** The Parties agree that this Settlement is confidential (except for purposes of enforcement) and that no Party will issue any press release nor other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

18. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any action, motion, or other proceeding.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

ACCEPTED AND AGREED:

Dated: ______________, 2026 ______________________________
Plaintiff David Nguyen

Dated: 03 / 02 / 2026, 2026 ______________________________
Plaintiff Carmen Lucea

Dated: ______________, 2026 ______________________________
Defendant Baxter Healthcare Corporation

____
Printed Name

____
Title

Dated: ____________, 2026 ______________________________
Defendant Kelly Services, Inc.

____
Printed Name

____
Title

AGREED AS TO FORM AND CONTENT:

Dated: ____________, 2026 ______________________________
William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C.
Attorneys for Plaintiff David Nguyen

Dated: 03 / 02 / 2026, 2026 ______________________________
Roman Otkupman
OTKUPMAN LAW FIRM, A LAW CORPORATION
Attorneys for Plaintiff David Nguyen

Dated: ____________, 2026 ______________________________
Yesenia Gallegos
McDermott Will & Schulte LLP
Attorneys for Defendant Baxter Healthcare Corporation

Dated: ____________, 2026 ______________________________
Eden E. Anderson
Duane Morris LLP
Attorneys for Kelly Services, Inc.

statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

17. **Confidential.** The Parties agree that this Settlement is confidential (except for purposes of enforcement) and that no Party will issue any press release nor other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

18. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any action, motion, or other proceeding.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

ACCEPTED AND AGREED:

Dated: _______________, 2026

____
Plaintiff David Nguyen

Dated: _______________, 2026

____
Plaintiff Carmen Lucea

Dated: March 25, 2026

Signed by:
Cindy Carlisle
F5CE042DF194470...
Defendant Baxter Healthcare Corporation

Cindy Carlisle
____
Printed Name

Executive Vice President and CHRO
____
Title

Dated: _______________, 2026 _______________________________
Defendant Kelly Services, Inc.

____
Printed Name

____
Title

AGREED AS TO FORM AND CONTENT:

Dated: _______________, 2026 _______________________________
William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C.
Attorneys for Plaintiff David Nguyen

Dated: _______________, 2026 _______________________________
Roman Otkupman
OTKUPMAN LAW FIRM, A LAW CORPORATION
Attorneys for Plaintiff David Nguyen

Dated: March 26, 2026 _______________________________
Yesenia Gallegos
McDermott Will & Schulte LLP
Attorneys for Defendant Baxter Healthcare Corporation

Dated: _______________, 2026 _______________________________
Eden E. Anderson
Duane Morris LLP
Attorneys for Kelly Services, Inc.

____
Printed Name

____
Title

Dated: 03-Mar-2026 | 9:25 AM EST, 2026

Robert Haddad
Defendant Kelly Services, Inc.

Robert Haddad
Printed Name

VP, Deputy GC
Title

AGREED AS TO FORM AND CONTENT:

Dated: _______________, 2026

William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C.
Attorneys for Plaintiff David Nguyen

Dated: _______________, 2026

Roman Otkupman
OTKUPMAN LAW FIRM, A LAW CORPORATION
Attorneys for Plaintiff David Nguyen

Dated: _______________, 2026

Yesenia Gallegos
McDermott Will & Schulte LLP
Attorneys for Defendant Baxter Healthcare Corporation

Dated: March 3, 2026

Eden E. Anderson
Duane Morris LLP
Attorneys for Kelly Services, Inc.

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Notice of Settlement - *Payment from David Nguyen v. Baxter Healthcare Corporation and Kelly Services, Inc.*
Superior Court of California for County of Orange
Case No. 30-2023-01358073-CU-OE-CXC

SIMID
Name
Address

Dear NAME:

Enclosed is a check made payable to you representing your payment from the settlement of the lawsuit titled *David Nguyen, et al. v. Baxter Healthcare Corporation, et al.*, Case No. 30-2023-01358073-CU-OE-CXC, pending in the Superior Court of California for the County of Orange (the "Action").

The Action was filed on October 30, 2023 against Baxter Healthcare Corporation and Kelly Services Global, LLC("Defendants") and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). The Action was brought by David Nguyen and Czarman Lucea ("Plaintiffs"), former employees, on behalf of the State of California and other alleged "Aggrieved Employees." "Aggrieved Employees" is defined as all current and former California hourly or non-exempt direct-hire employees employed by Baxter, or staffing employees employed by Kelly and staffed at Baxter during the "PAGA Period." That "PAGA Period" is defined as August 25, 2022, through the approval of the Settlement or August 26, 2026, whichever is earlier." You have been identified as one of the employees on whose behalf the Action was brought. On DATE, the Court issued an order approving the settlement of the Action.

Plaintiffs claimed that Defendants owed civil penalties under PAGA for alleged violations of the California Labor Code. After accounting for Court approved deductions from the settlement amount for things such as attorneys' fees and costs, administration of the settlement, and payments to the named plaintiffs, the remainder is $223,500. Of the remainder, the law requires that 75% is allocated to the State of California's Labor and Workforce Development Agency, and 25% is allocated among the Aggrieved Employees.

By agreeing to this settlement, Defendants did not and still do not admit that they are liable in any way to current or former employees for any alleged violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiffs' claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller's Unclaimed Property Fund in your name. If you are still employed by Defendants, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you (including your former and current representatives, agents, attorneys, heirs, administrators, successors, and assigns) and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes any and all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the operative First Amended Complaint or the August 25, 2023, October 3, 2023, and March 22, 2024 LWDA Letters that Plaintiffs submitted to the California Labor and Workforce Development Agency, which arose from August 25, 2022 through [DATE OF THE APPROVAL OF THE SETTLEMENT OR AUGUST 26, 2026, WHICHEVER DATE IS EARLIER] (the "PAGA Period"), including claims for (1) failure to pay wages; (2) failure to pay overtime; (3) failure to provide meal breaks; (4) failure to provide rest breaks; (5) failure to provide accurate wage statements; (6) failed to pay all wages due at separation; (7) failure to reimburse for business expenses; (8) failure to pay earned wages twice per month; (9) failure to maintain accurate records; (10) failure to permit inspection of time records; (11) failure to comply with provisions of California paid sick leave; (12) failure to comply with various requirements of reporting time pay; and (13) failure to provide a safe and healthful work environment, all of which Plaintiffs allege result in liability for civil penalties under the PAGA.

If you have any questions, you can contact CPT Group, the Settlement Administrator, at (____) ____-_________.

EXHIBIT 2

JUSTICE FOR WORKERS
3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010
TEL: (323) 922-2000
FAX: (323) 922-2000
www.JusticeForWorkers.com

August 25, 2023

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
https://dir.tfaforms.net/308

Re: ***David Nguyen v. Baxter Healthcare Corporation***
Notice of Private Attorneys General Act Claim

Dear PAGA Administrator:

This office has been retained by aggrieved employee David Nguyen concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against Baxter Healthcare Corporation (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Baxter Healthcare") for violations of California wage and hour laws. Mr. Nguyen seeks civil penalties for violations of the California Labor Code and all other remedies available under PAGA.

Mr. Nguyen seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of California Labor Code section 2699.3.

Baxter Healthcare owns, operates, or otherwise manages a medical device manufacturing facility in Irvine, California. Baxter Healthcare employed Mr. Nguyen as an hourly-paid, non-exempt employee via a staffing agency from approximately February 2023 to August 2023 as an assembler at its Irvine facility. The "aggrieved employees" that Mr. Nguyen seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt direct-hire or staffing agency employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Baxter Healthcare has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 245-248.5, 256, 510, 512, 516, 558, 1174(d), 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Orders.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. The applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." *See* §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. During the relevant time period, Baxter Healthcare required Mr. Nguyen and other aggrieved employees to perform work before clocking in, after clocking out, and/or during off-the-clock meal breaks, and failed to compensate aggrieved employees for this time. Baxter Healthcare also subjected Mr. Nguyen and other aggrieved employees to unlawful time-shaving and/or time rounding practices.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Nguyen and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out, and/or during off-the-clock meal breaks. Baxter Healthcare also subjected Mr. Nguyen and other aggrieved employees to unlawful time-shaving and/or time rounding practices.

California Labor Code sections 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Baxter Healthcare required Mr. Nguyen and other aggrieved employees to work during meal and/or rest periods and failed to compensate them properly and at the regular rate of compensation for non-compliant meal and/or rest periods including, *inter alia*, short, late, interrupted, and/or missed meal and rest periods, including time spent donning and doffing personal protective equipment and unlawful rounding of meal period punches.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Baxter Healthcare failed to pay Mr. Nguyen and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the

1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Baxter Healthcare failed to pay Mr. Nguyen and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 245-248.5 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. On information and belief, during the relevant time period, Baxter Healthcare failed to provide proper paid sick leave to aggrieved employees by either failing to provide paid sick leave at all or improperly calculating the sick leave accrual or the sick leave rate of pay owed to aggrieved employees, such as basing the accrual on incorrect number of hours worked and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the sick leave pay rate calculation. On information and belief, Baxter Healthcare further failed to provide notice of the correct sick leave amount balance available to aggrieved employees on their wage statements or other written statements.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Baxter Healthcare did not provide Mr. Nguyen and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Baxter Healthcare were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked, including time spent working off the clock and during meal and rest periods, failure to state the correct gross and net wages earned for all time worked, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Baxter Healthcare failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Nguyen and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 1198 provides: "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. On information and belief, during the relevant time period, Baxter Healthcare failed to pay Mr. Nguyen and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Nguyen and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. On information and belief, during the relevant time period, Baxter Healthcare failed to pay Mr. Nguyen and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Nguyen and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code section 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. On information and belief, during the relevant time period, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Baxter Healthcare.

Therefore, on behalf of all aggrieved employees, Mr. Nguyen seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the California Labor Code pursuant to PAGA. Labor Code section 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Baxter Healthcare elect not to take any action with respect to any of the foregoing claims, Mr. Nguyen will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard
Suite 1815
Los Angeles, CA 90010
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,

William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: **Via USPS Certified Mail – Return Receipt Requested**

Baxter Healthcare Corporation
CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

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PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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  - Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
  - Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
  - Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.

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PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Baxter Healthcare Corporation
CT Corporation System
Agent for service of Process
330 N Brand Blvd Ste 700
Glendale, CA 91203

9590 9402 8150 3030 0431 82

2. Article Number *(Transfer from service label)*

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X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form **3811**, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Subject: Thank you for submission of your PAGA Case.
Date: Friday, August 25, 2023 at 9:14:59 AM Pacific Daylight Time
From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: william@justiceforworkers.com

8/25/2023

LWDA Case No. LWDA-CM-977582-23
Law Firm : Justice for Workers, P.C.
Plaintiff Name : David Nguyen
Employer: Baxter Healthcare Corporation
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

JUSTICE FOR WORKERS
3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010
TEL: (323) 922-2000
FAX: (323) 922-2000
www.JusticeForWorkers.com

October 3, 2023

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
https://dir.tfaforms.net/308

Re: ***David Nguyen v. Baxter Healthcare Corporation, et al.***
Notice of Private Attorneys General Act Claim

Dear PAGA Administrator:

This office has been retained by aggrieved employee David Nguyen concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against Baxter Healthcare Corporation (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Baxter Healthcare") and Kelly Services Global, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Kelly Services") for violations of California wage and hour laws. Mr. Nguyen seeks civil penalties for violations of the California Labor Code and all other remedies available under PAGA.

Mr. Nguyen seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of California Labor Code section 2699.3.

Baxter Healthcare owns, operates, or otherwise manages a medical device manufacturing facility in Irvine, California. Kelly Services owns, operates, or otherwise manages a staffing agency. Baxter Healthcare employed Mr. Nguyen as an hourly-paid, non-exempt employee via Kelly Services, a staffing agency, from approximately February 2023 to August 2023 as an assembler at its Irvine facility. The "aggrieved employees" that Mr. Nguyen seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt direct-hire or staffing agency employees who worked Baxter Healthcare within the State of California.

Based on the following facts and theories, Baxter Healthcare and/or Kelly Services have violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 432, 510, 512, 516, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, and the applicable IWC Wage Orders.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. The applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." *See* §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. During the relevant time period, Baxter Healthcare and/or Kelly Services required Mr. Nguyen and other aggrieved employees to perform work before clocking in, after clocking out, and/or during off-the-clock meal breaks, and failed to compensate aggrieved employees for this time. Baxter Healthcare and/or Kelly Services also subjected Mr. Nguyen and other aggrieved employees to unlawful time-shaving and/or time rounding practices.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Nguyen and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out, and/or during off-the-clock meal breaks. Baxter Healthcare and/or Kelly Services also subjected Mr. Nguyen and other aggrieved employees to unlawful time-shaving and/or time rounding practices.

California Labor Code sections 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Baxter Healthcare and/or Kelly Services required Mr. Nguyen and other aggrieved employees to work during meal and/or rest periods and failed to compensate them properly and at the regular rate of compensation for non-compliant meal and/or rest periods including, *inter alia*, short, late, interrupted, and/or missed meal and rest periods, including time spent donning and doffing personal protective equipment and unlawful rounding of meal period punches.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Baxter Healthcare and/or Kelly Services failed to pay Mr. Nguyen and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Baxter Healthcare and/or Kelly Services failed to pay Mr. Nguyen and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 246 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. On information and belief, during the relevant time period, Baxter Healthcare and/or Kelly Services failed to provide proper paid sick leave to aggrieved employees by either failing to provide paid sick leave at all or improperly calculating the sick leave accrual or the sick leave rate of pay owed to aggrieved employees, such as basing the accrual on incorrect number of hours worked and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the sick leave pay rate calculation. On information and belief, Baxter Healthcare and/or Kelly Services further failed to provide notice of the correct sick leave amount balance available to aggrieved employees on their wage statements or other written statements.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Baxter Healthcare and/or Kelly Services did not provide Mr. Nguyen and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Baxter Healthcare and/or Kelly Services were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked, including time spent working off the clock and during meal and rest periods, failure to state the correct gross and net wages earned for all time worked, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Baxter Healthcare and/or Kelly Services failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Nguyen and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 1198 provides: "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. On information and belief, during the relevant time period, Baxter Healthcare and/or Kelly Services failed to pay Mr. Nguyen and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Nguyen and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. On information and belief, during the relevant time period, Baxter Healthcare and/or Kelly Services failed to pay Mr. Nguyen and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Nguyen and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code section 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. On information and belief, during the relevant time period, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Baxter Healthcare and/or Kelly Services.

On August 25, 2023, Mr. Nguyen submitted a request for inspection or copy of his personnel file, payroll and time records, and all documents he signed relating to the obtaining or holding of employment under California Labor Code §§ 226(b), 432, and 1198.5 to Baxter Healthcare and Kelly Services via certified mail. As of the date of this notice, Baxter Healthcare and Kelly Service have failed to permit Mr. Nguyen to inspect or copy his employment records.

Therefore, on behalf of all aggrieved employees, Mr. Nguyen seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the California Labor Code pursuant to PAGA. Labor Code section 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA, Baxter Healthcare, and Kelly Services elect not to take any action with respect to any of the foregoing claims, Mr. Nguyen will seek these penalties in a civil action on behalf of all aggrieved employees.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard
Suite 1815
Los Angeles, CA 90010
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,

William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: **Via USPS Certified Mail – Return Receipt Requested**

Baxter Healthcare Corporation
CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Kelly Services Global, LLC
CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

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$ 8.53

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Street and Apt. No., or PO Box No.
330 N. Brand Blvd., Suite 700
City, State, ZIP+4®
Glendale, CA 91203

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

JUSTICE FOR WORKERS, P.C.
3600 Wilshire Blvd Ste 1815
Los Angeles, CA 90010

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FIRST-CLASS MAIL
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US POSTAGE

Baxter Healthcare Corporation
CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Baxter Healthcare Corporation
c/ corporation system
Agent for service of process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

9590 9402 8037 2349 8783 93

2. Article Number *(Transfer from service label)*

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PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☑ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
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- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
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Domestic Return Receipt

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Certified Mail Fee
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Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ ______
- ☐ Return Receipt (electronic) $ ______
- ☐ Certified Mail Restricted Delivery $ ______
- ☐ Adult Signature Required $ ______
- ☐ Adult Signature Restricted Delivery $ ______

Postmark Here

Postage
$

Total Postage and Fees
$ 8.53

Sent To
Kelly Services Global, LLC

Street and Apt. No., or PO Box No.
330 N. Brand Blvd., Suite 700

City, State, ZIP+4®
Glendale, CA 91203

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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CERTIFIED MAIL®

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JUSTICE FOR WORKERS, P.C.
3600 Wilshire Blvd Ste 1815
Los Angeles, CA 90010

Kelly Services Global, LLC
CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kelly Services Global, LLC
CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

9590 9402 8037 2349 8784 09

2. Article Number *(Transfer from service label)*

9589 0710 5270 0840 5329 42

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee

X

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☑ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT ... FOLD AT DOTTED LINE

Subject: Thank you for your Amended PAGA Claim Notice Submission.
Date: Tuesday, October 3, 2023 at 10:40:17 AM Pacific Daylight Time
From: DIR PAGA Unit
To: William Sung

10/03/2023 10:39:50 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

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

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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 aggrived 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

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

JURISDICTION AND VENUE

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

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

PARTIES

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

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

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

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

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

8. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

9. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged.

FACTUAL ALLEGATIONS

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

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

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

a result, Plaintiffs and other aggrieved employees were not compensated for all earned minimum and overtime wages.

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

13. Labor Code §§ 226.7 and Wage Order 1, § 12 require employers to authorize and permit non-exempt employees to take compliant rest periods or pay premiums at the regular rate of compensation. During the relevant time period, Plaintiffs and other aggrieved employees were not authorized and permitted to take all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to authorize and permit a net 10-minute rest period for every four hours worked, or major fraction thereof. Upon information and belief, Plaintiffs and other aggrieved employees were not able to take their legally compliant meal breaks due to work demands imposed by Defendants and time spent donning and doffing their personal protective equipment. On those

occasions when Plaintiffs and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods to which they were entitled, Defendants failed to compensate them with the required rest period premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest period was not authorized and permitted to their non-exempt employees.

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

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

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

17. On or about August 25, 2023, Plaintiff Nguyen notified Defendant BAXTER HEALTHCARE CORPORATION via certified mail, and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendant BAXTER HEALTHCARE CORPORATION's alleged violations of the Labor Code and Plaintiff's intent to bring a claim for civil penalties under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraphs. On October 3, 2023, Plaintiff Nguyen

notified Defendant KELLY SERVICES GLOBAL, LLC via certified mail, and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the Labor Code and Plaintiff's intent to bring a claim for civil penalties under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraphs. Now that 33 days and 65 days have passed from Plaintiffs notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

<u>FIRST CAUSE OF ACTION</u>

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

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

20. Plaintiffs, "aggrieved employees" within the meaning of Labor Code § 2698, *et seq.*, acting on behalf of themselves and other aggrieved employees (collectively, "Aggrieved

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 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

f. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226, 226(a), (e);

g. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-203;

h. Failure to reimburse Aggrieved Employees for all necessary business expenses in violation of Labor Code § 2802;

i. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204, 204(a)(b);

j. Failing to permit Aggrieved Employees' inspection of employment records in violation of Labor Code §§ 226, 432, 1198; and

k. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174, 1174(d) and 1198.

l.

m. Failing to comply with various requirements with respect to the provision of paid sick leave in violation of Labor Code § 246.

n. Failing to comply with with various requirements with respect to reporting time pay in violation of Labor Code § 1198.

o. Failing to provide a safe and healthful work environment.

p. Failing to permit inspection of personnel records violation of Labor Code §§ 226(b), 432, and 1198.5.

21. Plaintiffs have incurred attorneys' fees and costs, which Plaintiffs are entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiffs, 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) $100.00 for each initial violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation and $1,000.00 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) $100.00 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;

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

3. For such other and further relief, the Court may deem just and proper.

DATED: March 19, 2026 **JUSTICE FOR WORKERS, P.C.**

By: /s/ William C. Sung

William C. Sung
Tiffany L. Luu
Attorneys for Plaintiff DAVID NGUYEN

DATED: March 19, 2026

OTKUPMAN LAW FIRM, A LAW CORPORATION

By: /s/ Roman Otkupman

Roman Otkupman
Nidah Farishta
Attorneys for Plaintiff CZARMAN LUCEA

EXHIBIT 5

JUSTICE FOR WORKERS

David Nguyen et al. v. Baxter Healthcare Corporation
Orange County Superior Court, Case No. 30-2023-01358073-CU-OE-CXC

Date	Description of Cost Item	Invoice #	Amount
8/25/23	LWDA Filing Fee for Initial PAGA Notice	LWDA-CM-977582-23	$75.00
10/31/23	e-Filing, Initial Appearance, and Complex Filing Fees for Complaint	5456819	$1,492.98
11/29/23	Service of Process Fee to Serve Def. Baxter	8650250-01	$92.70
11/29/23	Service of Process Fee to Serve Def. Kelly	8650250-02	$41.20
12/1/23	e-Filing Fee for Proof of Service of 30-day Summons & Complaint - Personal	8668463	$12.57
5/16/24	e-Filing Fee for Plaintiff's Opposition to Defendants' Motion to Compel Arbitration	9663391	$12.57
5/16/24	Certified translation fee for Plaintiff’s declaration for opposition to Motion to Compel Arbitration	N/A	$85.00
5/22/24	e-Filing Fee for Joint Initial Case Management Conference Statement	9699364	$12.57
11/18/24	e-Filing Fee for Stipulation to Continue Further Status Conference	10776066	$12.57
11/19/2024	e-Filing Fee for Stipulation to Continue Further Status Conference	10789089	$33.17
11/20/24	e-Filing Fee for Proof of Service	10806951	$12.57
2/7/25	Plaintiff's Share of Mediation Fee - Steve Pearl Mediation	2025-406	$5,000
5/5/25	Mediation Data Analysis Fee - AttorneyTalk	3M146T4I	$4,320.00
5/22/25	e-Filing Fee for Stipulation to Continue May 29, 2025 ADR Review Hearing	12030137	$33.17
3/18/26	e-Filing Fee for Stipulation to Consolidate this Action with A Later-Filed Related Action to Effectuate Settlement and for Leave to File Amended Complaint	14289792	$13.66
3/18/26	e-Filing Fee for Stipulation to Consolidate this Action with A Later-Filed Related Action to Effectuate Settlement and for Leave to File Amended Complaint	14298702	$13.66
3/19/26	e-Filing Fee for Stipulation to Consolidate this Action with A Later-Filed Related Action to Effectuate Settlement and for Leave to File Amended Complaint	14298702A	$20.70
3/19/26	e-Filing Fee for First Amended Complaint	14312909	$13.66

Estimated Future Cost	e-Filing Fee for Motion for Settlement Approval of PAGA Settlement	N/A	$77.97
Estimated Future Cost	e-Filing Fee for Supplemental Brief and Documents	N/A	$77.97
Estimated Future Cost	e-Filing Fee for Administrator Report re Settlement Distribution	N/A	$13.66
		TOTAL	**$11,467.35**

EXHIBIT 6

David Nguyen et al. v. Baxter Healthcare Corporation
Orange County Superior Court, Case No. 30-2023-01358073-CU-OE-CXC
Time and Task Chart - William C. Sung

Date	Description of Work	Hours
8/21/23	Attend client meeting and review client documents	3.2
8/22/23	Research potential theories of liability, background on Defendants, and Defendants' prior litigation history	4.5
8/25/23	Draft PAGA letter and file letter with LWDA	1.1
9/13/23	Review additional client documents and communicate with client	1.2
10/2/23	Conferences/communications with Baxter re Labor Code records request	0.2
10/3/23	Draft amended PAGA letter and file letter with LWDA	0.3
10/30/23	Draft PAGA Complaint and case initiation documents	2.5
11/1/23	Research assigned judge	1.2
11/22/23	Review CMC order and update file	0.3
12/11/23	Communicate with Baxter's counsel re responsive pleading deadline	0.2
12/15/23	Commnicate with Kelly's counsel re responsive pleading deadline	0.2
1/11/24	Review/revise stipulation to extend responsive pleading deadline Baxter	0.3
1/22/24	Conferences/communications with client re case	0.8
2/20/24	Review Defendants' motion to compel arbitration (MTCA) briefing	0.8
5/9/24	Communicate with client re case	1.1
5/14/24	Draft opposition to MTCA	1
5/15/24	Draft declaration of Plaintiff for opposition to MTCA	0.2
5/23/24	Analyze Defendants' reply briefing for MTCA	0.4
5/30/24	Analyze tentative ruling on MTCA; communicate with Defendants' counsel re same	0.4
10/9/24	Draft demand for arbitration	0.3
11/4/24	Research arbitrators for strike list and draft strike list	0.3
12/16/24	Conferences/communications with counsel for Lucea (Co-Counsel)	0.8
1/8/25	Conferences/communications with client re case	1
2/10/25	Draft pre-mediation data request; communications with Defendants' counsel re same	1.2
3/24/25	Conferences/communications with Defendants' counsel re pre-mediation data requests	0.6
4/7/25	Further conferences/communications with Defendants' counsel re pre-mediation data requests	0.1
4/11/25	Further conferences/communications with Defendants' counsel re pre-mediation data requests	0.5
4/11/25	Analyze Defendants' mediation production and evaluate analysis protocols; communications with expert re same	2.4
4/15/25	Further conferences/communications with Defendants' counsel re pre-mediation data production	0.1

4/16/25	Analyze Defendants' supplemental mediation production and evaluate analysis protocols; communications with expert re same	1.5
4/18/25	Further conferences/communications with Defendants' counsel re pre-mediation data requests	0.3
4/21/25	Analyze expert report; conferences/communications with expert re same	1.8
4/23/25	Further conferences/communications with Defendants' counsel re pre-mediation data production	0.1
4/24/25	Further conferences/communications with expert re report	0.5
4/28/25	Further conferences/communications with Defendants' counsel re pre-mediation data production	0.3
4/8/25	Further conferences/communications with expert re report	0.2
4/29/25	Further conferences/communications with expert re report	1.4
4/30/25	Conference/communications with client re case	0.8
4/30/25	Research and draft mediation brief	6.5
5/1/25	Prepare for and attend full day of mediation	9
5/2/25	Conference/communications with Co-Counsel and mediator re case	0.4
5/2/25	Conference/communications with Defendants' counsel re legal issues	0.2
5/7/25	Conference/communications with Defendants' counsel and AAA re stay of arbiration	0.2
5/14/25	Analyze Defendants' letter re legal issues; communicate with Co-Counsel re same	1.1
5/20/25	Draft portion of reponse to Defendants' letter re legal issues	1.8
6/16/25	Analyze Defendants' response to rebuttal letter	0.3
6/19/25	Conference/communications with Co-Counsel and mediator re case	0.3
6/20/25	Conference/communications with client re case	0.7
6/20/25	Conference/communications with mediator re resolution	0.1
6/27/25	Conference/communications with Defendants' counsel re settlement terms	0.3
7/1/25	Further conference/communications with Defendants' counsel re settlement terms	0.6
8/18/25	Revise MOU; communications with Co-Counsel re same	1.4
8/19/25	Draft FAC; communications with Defendants' counsel re same	1.1
9/8/25	Conference/communications with AAA and Defendants' counsel re arbitration stay	0.2
9/18/25	Review/revise Defendants revisions to FAC and MOU; communicate with Co-Counsel re same; communicate with Defendants' counsel re same	1.2
10/2/25	Further conference/communications with Defendants' counsel re FAC and MOU	0.3
10/3/25	Conference/communications with client re case	1.3
10/14/25	Conference/communications with all counsel re executed MOU	0.2
10/29/25	Conference/communications with all counsel re consolidation of Nguyen and Lucea actions	0.5
11/7/25	Draft PAGA settlement agreement; communications with Defendants' counsel re same	4.1
11/17/25	Draft joint report for CMC; communications with Defendants' counsel re same	0.4
1/8/26	Conference/communications with Defendants' counsel re settlement agreement	0.1

EXHIBIT 7

David Nguyen et al. v. Baxter Healthcare Corporation

Orange County Superior Court, Case No. 30-2023-01358073-CU-OE-CXC

Time and Task Chart - Tiffany L. Luu

Date	Description of Work	Hours
1/22/24	Conferences/communications with client re case	0.8
1/24/24	Conferences/communications with Kelly's counsel re arbitration agreement	0.3
1/25/24	Commnicate with Kelly's counsel re responsive pleading deadline	0.2
1/26/24	Meet and confer call with Baxter's counsel; update file re same	0.7
1/30/24	Review/revise stipulation to extend responsive pleading deadline Baxter	0.3
2/4/24	Conferences/communications with Baxter's counsel re responsive pleading deadline	0.2
2/9/24	Review/revise stipulation to extend responsive pleading deadline Kelly	0.2
2/20/24	Review Defendants' motion to compel arbitration (MTCA) briefing	1.5
2/21/24	Review Court's minute order; update file re same	0.2
2/28/24	Conferences/communications with Baxter's counsel re CMC	0.1
3/6/24	Review notice of errata	0.1
4/29/24	Research issues for opposition to MTCA	6.5
5/9/24	Communicate with client re case	1.1
5/14/24	Draft opposition to MTCA	7.3
5/15/24	Draft declaration of Plaintiff for opposition to MTCA	1
5/21/24	Draft joint CMC statement; commnicate with Defendants' counsel re same	0.8
5/22/24	Review Court's minute order; update file re same	0.2
5/23/24	Analyze Defendants' reply briefing for MTCA	1.4
5/30/24	Analyze tentative ruling on MTCA; communicate with Defendants' counsel re same	0.9
10/9/24	Draft demand for arbitration	1.7
11/4/24	Research arbitrators for strike list and draft strike list	2.5
11/7/24	Review Defendants' answering statement	0.3
11/14/24	Draft stipulation to continue ADR review hearing; meet and confer with Defendants re same	0.4
11/21/24	Conferences/communications with Defendants' counsel re mediation and mediator selection	0.5
12/23/24	Conferences/communications with Defendants' counsel and AAA re second strike list	0.3
1/2/25	Draft joint prosecution agreement; communications with Co-Counsel re same	1.2
1/6/25	More conferences/communications with Defendants' counsel and AAA re second strike list	0.3
1/8/25	Conferences/communications with client re case	1
1/15/25	Conferences/communications with Defendants' counsel re mediator and mediation	0.3

1/22/25	Conferences/communications with Defendants' counsel and AAA re stay of arbitration	0.2
2/7/25	Conferences/communications with Defendants' counsel re mediation and mediator confirmation	0.3
4/30/25	Conference/communications with client re case	0.8
5/1/25	Prepare for and attend full day of mediation	9
5/1/25	Draft stipulation to continue ADR review hearing; meet and confer with Defendants re same	0.3
6/20/25	Conference/communications with client re case	0.7
10/3/25	Conference/communications with client re case	1.3
11/25/25	Review Court's minute order; update file re same	0.2
12/10/25	Conference/communications with Defendants' counsel and AAA re stay of arbitration	0.3
2/25/26	Review Court's minute order; update file re same	0.1
3/3/26	Conference/communications with client re case	1.8
	Total Hours:	47.30
	Requested Rate:	$500.00
	Requested Fee Amount:	$23,650.00

EXHIBIT 8