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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF ORANGE**

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

18 Plaintiffs,

19 vs.

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

23 Defendants.

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

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

**DECLARATION OF PLAINTIFF
CZARMAN LUCEA IN SUPPORT OF
PLAINTIFFS' MOTION FOR APPROVAL
OF PAGA SETTLEMENT; SERVICE
AWARDS; AND ATTORNEY'S FEES
AND COSTS**

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

DATE: August 20, 2026

TIME: 2:00 p.m.

DEPT: CX105

RESERVATION ID: 74850803

Action Filed: October 30, 2023

Trial Date: Not Set

DECLARATION OF PLAINTIFF CZARMAN LUCEA

1 I, Czarman Lucea, declare as follows:

2 1. I am a Named Plaintiff and representative in this case. I submit this declaration in
3 support of Plaintiffs' Motion for Approval of PAGA Settlement. I make this declaration of my own
4 personal knowledge, and if called to testify, I could and would testify competently to the facts set
5 forth herein.

6 2. I was employed by Defendant Baxter Healthcare Corporation ("Baxter") as an
7 hourly-paid, non-exempt Delivery Driver in the County of Solano, California. I began my
8 employment with Baxter in or around November 2020, earning \$27.70 per hour.

9 3. During my employment with Baxter, I was routinely unable to take uninterrupted 30-
10 minute meal breaks and 10-minute rest breaks. I was frequently required to continue working
11 through my meal and rest breaks to complete my delivery routes and other assigned tasks. Baxter
12 did not pay me premium wages for missed meal or rest breaks.

13 4. I was also required to work off the clock for Baxter. Specifically, I was instructed to
14 continue working for approximately one hour after clocking out to complete my delivery route and
15 clean my delivery truck. Baxter did not compensate me for this off-the-clock time. As a result, I was
16 not paid for all hours worked.

17 5. Baxter failed to issue me accurately itemized wage statements. Because Baxter failed
18 to pay me all wages owed, my wage statements did not accurately reflect my gross wages earned,
19 total hours worked, net wages earned, or applicable hourly rates.

20 6. Baxter also failed to pay me all final wages at the time of my separation from
21 employment

22 7. Furthermore, Baxter failed to reimburse me for business expenses I incurred during
23 the course of my employment, including PPE, uniform maintenance, cell phone usage, and expenses
24 incurred on delivery routes such as lodging and meals.

25 8. During my time working for Baxter, I followed the same timekeeping, scheduling,
26 and payroll policies and practices as the other hourly employees I observed and interacted with. I
27 believe that my coworkers were subjected to the same wage and hour violations that I experienced.

28 9. At the beginning of this case, my attorneys informed me of the general obligations
of serving as a representative Plaintiff in a PAGA action. Because of the wage and hour violations
I experienced during my employment with Baxter, I agreed to serve as representative Plaintiff and
to pursue this case as a representative action on behalf of the State of California and other aggrieved
employees of Baxter.

1 10. By agreeing to serve as Plaintiff in this case, I agreed to pursue not only my own
2 PAGA claims, but also the claims of all similarly situated employees of Baxter. If necessary, I
3 agreed to put the interests of all similarly situated employees ahead of my own. I have no interests
4 that are antagonistic to those of my coworkers with respect to the claims alleged in this case. I
5 pledged to actively participate in the lawsuit and to assume the risks of serving as a Named Plaintiff
6 in a representative action. My attorneys explained the risks associated with litigation and that the
7 case could take years to resolve, requiring a long-term commitment on my part. I also understood
8 that I could potentially be responsible for paying Baxter's attorney's fees and costs.

9 11. During this litigation, I have spent significant time working with my attorneys and
10 participating in this lawsuit, including: (a) regularly conferring with my attorneys, both before and
11 after the filing of the lawsuit, to discuss the status of the case, offer my input on Baxter's policies
12 and practices, provide witness information, assist in gathering evidence, and discuss settlement
13 options; (b) assisting my attorneys in drafting discovery responses, verifying discovery responses,
14 and attending two days of deposition; and (c) assisting in preparing for mediation by answering
15 questions about how Baxter's policies and practices impacted me and my coworkers, making myself
16 available during mediation proceedings, approving the tentative settlement, and reviewing and
17 approving the final settlement agreement.

18 12. Overall, I estimate that I have devoted approximately 55-60 hours of my time to this
19 case.

20 13. By bringing this representative action, I accepted the responsibilities of representing
21 the interests of the State of California as well as all similarly situated employees, and I willingly
22 assumed the risks and potential costs associated with the case. I recognize that future employers
23 may view my service as a representative Plaintiff negatively; however, this is a risk I am willing to
24 accept in order to further the interests of my fellow aggrieved employees.

25 14. I am aware that Baxter denies the allegations in this lawsuit and that there has been
26 no judicial determination that Baxter is liable for any of the alleged violations. I understand that
27 there are significant risks and uncertainties involved in continuing to pursue this case, including the
28 risk of losing at trial and recovering nothing. I have been fully advised of the terms of the proposed
29 settlement and, in light of all known facts and circumstances and the risks of proceeding with
30 litigation, I believe the proposed settlement is fair and reasonable and in the best interests of the
31 aggrieved employees.

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

3 Executed on 04 / 28 / 2026 in the City of Sacramento, State of California.

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5 
6 CZARMAN LUCEA