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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF ORANGE**

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

18 Plaintiff,

19 vs.

20 BAXTER HEALTHCARE CORPORATION,
21 a Delaware corporation; KELLY SERVICES
22 GLOBAL, LLC, a Michigan limited liability
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]

**SUPPLEMENTAL DECLARATION OF
WILLIAM C. SUNG IN SUPPORT OF
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

1 I, William C. Sung, hereby declare as follows:

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

7 2. Section III.3 of the Agreement states:

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

14 3. Defendants' counsel advised me that the number of pay periods worked by
15 Aggrieved Employees during the PAGA Period is more than 11% higher than 32,241 pay periods
16 the Escalator Clause has been triggered. Defendants' counsel further advised me that Defendant
17 elect to shorten the PAGA Period to November 10, 2025 and that that shortened PAGA Period
18 includes an aggregate of 35,774 pay periods worked by 581 Aggrieved Employees.

19 4. Concurrent with the filing of this Supplemental Declaration, Plaintiffs submitted an
20 Amended Proposed Judgment and Order Granting Plaintiffs' Motion for Approval of PAGA
21 Settlement; Service Awards; and Attorney's Fees and Costs ("Amended Proposed Order"), which
22 modified the PAGA Period end date pursuant to Defendants' election. Enclosed as **Exhibit 1** is a
23 true and correct copy of the redlined Amended Proposed Order showing the edits.

24 5. On July 29, 2026, I served the LWDA by filing a copy of the Amended Proposed
25 Order with the LWDA via online through its website <https://dir.govfa.net/432> (Proposed Settlement
26 of PAGA case). Enclosed as **Exhibit 2** is a true and correct copy of the LWDA's filing
27 confirmation.

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

3 Executed on July 29, 2026 at Los Angeles, California.

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William C. Sung

EXHIBIT 1

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**

10 DAVID NGUYEN, an aggrieved employee,
11 CZARMAN LUCEA, an aggrieved employee,
12 and on behalf of other aggrieved employees;

13 Plaintiffs,

14 vs.

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

18 Defendants.

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

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

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

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

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

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

13 2. The Court hereby GRANTS the Motion.

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

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

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

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

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

5 c. The “PAGA Period” means August 25, 2022 through ~~August 20,~~
6 ~~2026~~November 10, 2025.

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

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

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

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

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

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

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

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

28 c. An award of \$70,000.00 to Justice for Workers, P.C. and \$70,000.00 to

1 Otkupman Law Firm for attorney's fees pursuant to PAGA;

2 d. An award of \$11,467.35 to Justice for Workers, P.C. and \$10,948.15 to

3 Otkupman Law Firm for attorney's costs pursuant to PAGA;

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

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

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

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

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

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

24 **IT IS SO ORDERED.**

1 DATED: _____, 2026

Hon. Melissa R. McCormick
Judge of the Superior Court

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EXHIBIT 2