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17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 FOR THE COUNTY OF LOS ANGELES

19 SERG RAMIREZ and FRITZGERALD DE
20 ROXAS, individually, on behalf of other
members of the general public similarly
21 situated, and as aggrieved employees
pursuant to the Private Attorneys General
22 Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

23 Plaintiffs,

24 vs.

25 BAXALTA US INC., a Delaware
26 corporation; and DOES 1 through 10,
inclusive,

27 Defendants.
28

FILED
Superior Court of California
County of Los Angeles

11/06/2024

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

Case No.: 21STCV07572

Assigned to the Hon. Kenneth R. Freeman

**AMENDED ~~PROPOSED~~ ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Complaint Filed: February 26, 2021

1 **AMENDED [PROPOSED] ORDER AND JUDGMENT**

2 On February 15, 2024, this Court granted Final Approval of the Settlement between
3 Plaintiffs Serg Ramirez and Fitzgerald De Roxas (“Plaintiffs”) and Defendant Baxalta US, Inc.
4 (“Defendant;” collectively, Plaintiffs and Defendants are referred to as the “Parties”). Thereafter,
5 Defendant identified additional individuals who qualify as members of the Settlement Class but
6 inadvertently were not included on the Class List and thus not provided notice of the Settlement
7 (the “Inadvertently Excluded Class Members”). On June 11, 2024, this Court entered an Order
8 Staying the Final Approval and Judgment (the “Stay Order”) while the Parties provided notice to
9 the Inadvertently Excluded Class Members, as required by the terms set forth in the Stay Order.
10 On September 16, 2024, the Parties submitted a duly sworn declaration from the Settlement
11 Administrator, declaring its compliance with the Stay Order.

12 Due and adequate notice of the Settlement having now been given to Class Members,
13 including the Inadvertently Excluded Class Members, as required by the Court’s Preliminary
14 Approval Order and the Stay Order, and the Court having reviewed all relevant papers filed and
15 proceedings in this action, and determining that the settlement is fair, adequate, and reasonable,
16 and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby
17 **ORDERED AS FOLLOWS:**

18 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
19 incorporated herein by reference, this Court finds that the requirements of California Code of
20 Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

21 2. This Order hereby adopts and incorporates by reference the terms and conditions
22 of the Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”),
23 together with the definitions and terms used and contained therein.

24 3. The Court finds that it has jurisdiction over the subject matter of the action and
25 over all parties to the action, including all members of the Settlement Class.

1 4. The Class Notice fully and accurately informed Class Members¹ of all material
2 elements of the proposed settlement; all Participating Class Members except those Inadvertently
3 Excluded Class Members (the “Original Participating Class Members”) of their opportunity to
4 opt out or object, and Inadvertently Excluded Class Members of their opportunity to opt out; was
5 the best notice practicable under the circumstances; was valid, due, and sufficient notice to all
6 Class Members; and complied fully with the laws of the State of California and due process. The
7 Class Notice fairly and adequately described the settlement and provided Class Members with
8 adequate instructions and a variety of means to obtain additional information.

9 5. Original Participating Class Members were given a full opportunity to participate
10 in the Final Approval hearing, and all Class Members and other persons wishing to be heard have
11 been heard. There were no objections to the settlement and two Class Members opted out. No
12 Inadvertently Excluded Class Members opted out. Accordingly, the Court determines that all
13 Class Members who did not timely and properly opt out of the settlement are bound by this Order
14 and by the terms of the Parties’ Settlement Agreement including the releases provided for in the
15 Settlement and this Order. As of the date provided in the Settlement, by operation of the entry of
16 this Final Approval Order, each Settlement Class Member, including Plaintiffs, shall be deemed
17 to have fully released, waived, relinquished, and discharged, to the fullest extent permitted by
18 law, all Released Class Claims that he or she may have against the Released Parties.

19 6. The Court has considered all relevant factors for determining the fairness of the
20 settlement and has concluded that all such factors weigh in favor of granting final approval. In
21 particular, the Court finds that the settlement was reached following meaningful discovery and
22 investigation conducted by Plaintiffs’ Counsel; that the settlement is the result of serious,
23 informed, adversarial, and arm’s-length negotiations between the Parties; and that the terms of
24 the settlement are in all respects fair, adequate, and reasonable. The Court accordingly approves
25 the Settlement and directs the Parties to effectuate the Settlement Agreement according to its
26

27 ¹ References in this Order to “Class Members” includes the Inadvertently Excluded Class
28 Members, except where otherwise expressly noted.

1 terms.

2 7. In so finding, the Court has considered all evidence presented, including evidence
3 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims
4 presented; the likely duration of further litigation; the amount offered in settlement; the extent of
5 investigation and discovery completed; and the experience and views of counsel. The Parties have
6 provided the Court with sufficient information about the nature and magnitude of the claims being
7 settled, as well as the impediments to recovery, to make an independent assessment of the
8 reasonableness of the terms to which the Parties have agreed.

9 8. Accordingly, the Court hereby approves the settlement as set forth in the
10 Settlement Agreement and expressly finds that the settlement is, in all respects, fair, reasonable,
11 adequate, and in the best interests of the entire Settlement Class and hereby directs implementation
12 of all remaining terms, conditions, and provisions of the Settlement Agreement. The Court also
13 finds that settlement now will avoid additional and potentially substantial litigation costs, as well
14 as delay and risks if the Parties were to continue to litigate the case. Additionally, after considering
15 the monetary recovery provided by the settlement in light of the challenges posed by continued
16 litigation, the Court concludes that the settlement provides Class Members with fair and adequate
17 relief.

18 9. The Settlement Agreement is not an admission by Defendant or by any other
19 Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing
20 by Defendant or any other Released Party. Neither this Order, the Settlement Agreement, nor any
21 document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
22 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession,
23 waiver of defenses, or liability whatsoever by or against Defendant or any of the other Released
24 Parties.

25 10. The Court certifies and approves, for settlement purposes only, the following Class
26 as set forth in the Settlement Agreement: All persons employed by Defendant in California and
27 classified as non-exempt employees at any time during the period from July 11, 2019 to November
28 13, 2022 ("Participating Class Members").

1 11. The Court hereby finds the Settlement Payments provided to Settlement Class
2 Members under the terms of the Settlement to be fair and reasonable in light of all the
3 circumstances. The Court, therefore, orders the calculation and payments to be made and
4 administered in accordance with the terms of the Settlement Agreement.

5 12. Plaintiffs Fritzgerald De Roxas and Serg Ramirez are adequate and suitable
6 representatives and are hereby appointed the Class Representatives for the Settlement Class. The
7 Court finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured
8 adequate and zealous advocacy for the Settlement Class, and that their interests are aligned with
9 those of the Settlement Class.

10 13. The Court hereby awards Plaintiffs Class Representative Enhancement Payments
11 of \$7,500, each, for their service on behalf of the Settlement Class, and for agreeing to general
12 releases of all claims arising out of their employment with Defendant.

13 14. The Court finds that the attorneys at Capstone Law APC; Kingsley & Kingsley,
14 APC; and Tojarieh Law Firm have the requisite qualifications, experience, and skill to protect and
15 advance the interests of the Settlement Class. The Court therefore finds that counsel satisfy the
16 professional and ethical obligations attendant to the position of Settlement Class Counsel, and
17 hereby appoints Capstone Law APC; Kingsley & Kingsley, APC; and Tojarieh Law Firm as
18 counsel for the Settlement Class.

19 15. The settlement of civil penalties under PAGA in the amount of \$200,000 is hereby
20 approved. Seventy-Five Percent (75%), or \$150,000, shall be paid to the California Labor and
21 Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$50,000, will
22 be paid to Aggrieved Employees. As of the date provided in the Settlement, by operation of the
23 entry of this Final Approval Order, the Aggrieved Employees shall be deemed to release the
24 Released PAGA Claims against the Released Parties in their entirety.

25 16. The Court hereby awards \$1,583,333 in attorneys' fees and \$24,698.95 in costs
26 and expenses to Capstone Law APC; Kingsley & Kingsley, APC; and Tojarieh Law Firm. The
27 Court finds that the requested award of attorneys' fees is reasonable for a contingency fee in a
28 class action such as this, *i.e.*, one-third of the common fund created by the settlement. The award

1 of attorneys' fees and costs will be divided as follows: (a) \$949,999.80 in attorneys' fees and
2 \$11,751.63 in litigation costs to Capstone Law APC; (b) \$379,999.92 in attorneys' fees and
3 \$11,626.22 in litigation costs to Kingsley & Kingsley, APLC; and (c) \$253,333.28 in attorneys'
4 fees and \$1,321.10 in litigation costs to Tojarieh Law Firm, PC.

5 17. The Court finds that the services provided by the Settlement Administrator were
6 for the benefit of the Class, and the cost of \$14,500 is fair, reasonable, and appropriate for
7 reimbursement. The Court approves payment to CPT Group, Inc. in the amount of \$14,500, which
8 includes all costs and fees incurred to date as well as estimated costs and fees involved in
9 completing the administration of the Settlement.

10 18. As of the date provided in the Settlement and by operation of this Order: All
11 Participating Class Members, on behalf of themselves and their respective former and present
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
13 Parties from:

14 All Participating Class Members, on behalf of themselves and their
15 respective former and present representatives, agents, attorneys, heirs,
16 administrators, successors, and assigns, release Released Parties from (i) all
17 claims that were alleged, or reasonably could have been alleged, based on
18 the Class Period facts stated in the Operative Complaint and ascertained in
19 the course of the Action, including, e.g., failure to pay wages (including
20 minimum wages and overtime), improper adoption of alternative work
21 schedule, unlawful rounding, failure to properly pay regular rate, failure to
22 compensate for time spent in pre or post-shift screenings, failure to provide
23 meal periods, failure to provide rest periods, failure to pay meal and/or rest
24 period premiums at the appropriate rate, failure to provide accurate itemized
25 wage statements and maintain payroll records, failure to timely pay wages
26 during employment, failure to timely pay wages upon termination of
27 employment, failure to provide reporting time pay, unpaid sick leave,
28 failure to provide appropriate safety devices and safeguards, unreimbursed
business expenses, unfair and unlawful business practices and which were
raised or that reasonably could have been raised under the applicable Wage
Orders and Labor Code including sections 201, 202, 203, 204, 210, 226,
226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 256, 510, 511, 512,
516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802,
6401, 6403, as well as corresponding claims under title 8 section 11010 of
the California Code of Regulations, the California Unfair Competition Law,
Business and Professions Code section 17200 *et seq.*, and California Civil
Procedure Code section 1021.5, and any applicable Wage Order. Except as
set forth in Section 6.4 of this Agreement, Participating Class Members do
not release any other claims, including claims for vested benefits, wrongful
termination, violation of the Fair Employment and Housing Act,
unemployment insurance, disability, social security, workers'
compensation, or claims based on facts occurring outside the Class Period.

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2 19. Additionally, all Participating Class Members who are Aggrieved Employees are
3 further deemed to release, on behalf of themselves and their respective former and present
4 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
5 Parties from:

6 All claims for PAGA penalties that were alleged, or reasonably could have
7 been alleged, based on the PAGA Period facts stated in the Operative
8 Complaint, the PAGA Notice, and ascertained in the course of the Action,
9 including, e.g., failure to pay wages (including minimum wages and
10 overtime), improper adoption of alternative work schedule, unlawful
11 rounding, failure to properly pay regular rate, failure to compensate for time
12 spent in pre or post-shift screenings, failure to provide meal periods, failure
13 to provide rest periods, failure to pay meal and/or rest period premiums at
14 the appropriate rate, failure to provide accurate itemized wage statements
15 and maintain payroll records, failure to timely pay wages during
16 employment, failure to timely pay wages upon termination of employment,
17 failure to provide reporting time pay, unpaid sick leave, failure to provide
18 appropriate safety devices and safeguards, unreimbursed business
19 expenses, unfair and unlawful business practices and which were raised or
20 that reasonably could have been raised under the applicable Wage Orders
21 and Labor Code including sections 201, 202, 203, 204, 210, 226, 226.3,
22 226.7, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 256, 510, 511, 512, 516,
23 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6401,
24 6403, as well as corresponding claims under title 8 section 11010 of the
25 California Code of Regulations, the California Unfair Competition Law,
26 Business and Professions Code section 17200 *et seq.*, and California Civil
27 Procedure Code section 1021.5, and the applicable IWC Wage Order(s).

17 20. All Non-Participating Class Members who are Aggrieved Employees are deemed
18 to release, on behalf of themselves and their respective former and present representatives, agents,
19 attorneys, heirs, administrators, successors, and assigns, the Released Parties from:

20 All claims for PAGA penalties that were alleged, or reasonably could have
21 been alleged, based on the PAGA Period facts stated in the Operative
22 Complaint, the PAGA Notice, and ascertained in the course of the Action,
23 including but not limited to failure to pay wages (including minimum wages
24 and overtime), improper adoption of alternative work schedule, unlawful
25 rounding, failure to properly pay regular rate, failure to compensate for time
26 spent in pre- or post-shift screenings, failure to provide meal periods, failure
27 to provide rest periods, failure to pay meal and/or rest period premiums at
28 the appropriate rate, failure to provide accurate itemized wage statements
and maintain payroll records, failure to timely pay wages during
employment, failure to timely pay wages upon termination of employment,
failure to provide reporting time pay, unpaid sick leave, failure to provide
appropriate safety devices and safeguards, unreimbursed business
expenses, unfair and unlawful business practices and which were raised or
that reasonably could have been raised under the applicable Wage Orders
and Labor Code including sections 201, 202, 203, 204, 210, 226, 226.3,
226.7, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 256, 510, 511, 512, 516,

1 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6401,
2 6403, as well corresponding as claims under title 8 section 11010 of the
3 California Code of Regulations, the California Unfair Competition Law,
4 Business and Professions Code section 17200 *et seq.*, and California Civil
5 Procedure Code section 1021.5, and the applicable IWC Wage Order(s).

6 21. Settlement checks shall be valid for 180 days after mailing pursuant to the terms
7 of the Settlement Agreement. The Administrator will cancel all checks not cashed by the void
8 date. For any Class Member whose Individual Class Payment check or Individual PAGA Payment
9 check is uncashed and canceled after the void date, the Administrator shall transmit the funds
10 represented by such checks to the California Controller's Unclaimed Property Fund in the name
11 of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of
12 California Code of Civil Procedure section 384(b).

13 22. Additionally, the Court hereby finds that the Parties' efforts to include the
14 Inadvertently Excluded Class Members in the settlement were expeditious, made in good faith,
15 and otherwise satisfactory. Having considered the Parties' Stipulation to Stay the Final Approval
16 Order and Judgment Pending Amendment Thereof in conjunction with all other relevant papers
17 and proceedings in this action, the Court further directs the Parties to comply with the remaining
18 terms of the Stay Order. Specifically, within fourteen (14) days of the entry of this Order, the
19 Administrator shall mail checks for all Individual Class and PAGA Payments to the Inadvertently
20 Excluded Class Members.

21 23. Judgment in this matter is entered in accordance with the above findings in
22 accordance with California Rules of Court, Rule 3.769. Plaintiffs shall comply with California
23 Rules of Court, Rule 3.771(b) by filing a Notice of Entry of Judgment with the Court.

24 24. Without affecting the finality of the Judgment, the Court shall retain exclusive and
25 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code
26 § 664.4, including all Participating Settlement Members and Aggrieved Employees, for purposes
27 of enforcing the terms of the Judgment entered herein.

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25. Plaintiffs shall file a declaration from the Settlement Administrator regarding the distribution of settlement funds no later than November 15, 2024.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 11/06/2024




Hon. Kenneth R. Freeman
Los Angeles County Superior Court Judge
Kenneth R. Freeman / Judge