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**FILED**  
Superior Court of California  
County of Los Angeles  
06/11/2024

David W. Slayton, Executive Officer / Clerk of Court  
By: I. Arellanes Deputy

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11 Attorneys for Defendant  
BAXALTA US, INC.

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

16 SERG RAMIREZ and FRITZGERALD DE  
ROXAS, individually, on behalf of other  
17 members of the general public similarly situated,  
and as aggrieved employees pursuant to the  
18 Private Attorneys General Act (“PAGA”), on  
behalf of the State of California and other  
19 aggrieved employees,

20 Plaintiff,

21 v.

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

23 Defendants.  
24

CASE NO. 21STCV07572

Honorable Kenneth R. Freeman, Dept. 14

**STIPULATION TO STAY FINAL  
APPROVAL ORDER AND JUDGMENT  
PENDING AMENDMENT THEREOF;  
~~PROPOSED~~ ORDER**

Complaint Filed: February 26, 2021  
Trial Date: None Set

Electronically Received 04/19/2024 09:33 AM

1 This Joint Stipulation is made and entered into by and between Plaintiffs Fritzgerald De Roxas  
2 and Serg Ramirez (“Plaintiffs”), by and through their respective counsel of record, and Defendant  
3 Baxalta US, Inc. (“Baxalta”) (collectively with Plaintiffs, the “Parties”), by and through its counsel of  
4 record, as follows:

5 WHEREAS, on August 14, 2023, this Court granted preliminary approval of the Parties’ class  
6 action and PAGA settlement (“Settlement”);

7 WHEREAS, after this Court granted preliminary approval, the Parties provided notice to the  
8 Settlement Class as required by the Court’s order;

9 WHEREAS, on February 15, 2024, this Court granted final approval of the Parties’ Settlement  
10 and entered judgment in accordance with the Court’s final approval order (the “Final Approval Order”);

11 WHEREAS, pursuant to the Final Approval Order, Baxalta was ordered to fund the Settlement  
12 on or before February 29, 2024, such that the funds associated with the Settlement could be distributed  
13 to the Settlement Class on or before March 14, 2024;

14 WHEREAS, on about February 22, 2024, Baxalta identified additional individuals who qualify  
15 as members of Plaintiffs’ Settlement Class but inadvertently were not included on the Class List and  
16 thus not provided notice of the Settlement (the “Inadvertently Excluded Class Members”);

17 WHEREAS, Baxalta has now identified 70 Inadvertently Excluded Class Members who worked  
18 an additional 4,463 Workweeks during the Relevant Time Period;

19 WHEREAS, the Parties wish to include the Inadvertently Excluded Class Members in the  
20 Settlement;

21 WHEREAS, due to the Settlement’s Escalator Clause, the inclusion of the Inadvertently  
22 Excluded Class Members in the Settlement will increase the Gross Settlement Value from \$4,750,000 to  
23 \$4,811,646.98.

24 NOW, THEREFORE, the Parties have agreed, subject to the Court’s approval:

- 25 1. To stay execution of the Final Approval Order pending the Parties’ completion of the steps  
26 identified below and submission of a Proposed Amended Judgment;

- 1           2. Within five (5) business days after the Court's entry of this Order, the Settlement  
2           Administrator will re-calculate all Participating Class Members' Individual Class and PAGA  
3           Payments under the Settlement based on the additional workweeks and pay periods worked  
4           by the Inadvertently Excluded Class Members;
- 5           3. Within ten (10) business days after the Settlement Administrator's re-calculated payments to  
6           the Participating Class Members, the Settlement Administrator shall provide notice of the  
7           Settlement to the Inadvertently Excluded Class Members;
- 8           4. Notice to the Inadvertently Excluded Class Members shall be in the same form and given  
9           pursuant to the same process as set forth in Section 8.4 of the Parties' Settlement Agreement  
10          and approved by the Court in granting Preliminary Approval (including but not limited to the  
11          term providing that Inadvertently Excluded Class Members shall have up to sixty (60) days  
12          to exclude themselves from the Settlement), except that Inadvertently Excluded Class  
13          Members shall have no right to object to the Settlement as provided under Section 8.7 of the  
14          Parties' Settlement Agreement;
- 15          5. Within ten (10) business days after the Settlement Administrator's re-calculated payments to  
16          the Participating Class Members, Baxalta shall fully fund the Settlement Amount and also  
17          fund amounts that the Administrator in its best estimate and judgment estimates will be  
18          necessary to fully pay Baxalta's share of payroll taxes by transmitting such funds to the  
19          Administrator;
- 20          6. Within five (5) business days after the Settlement being funded, the Administrator will mail  
21          checks for (a) all Individual Class Payments to all Participating Class Members except those  
22          Inadvertently Excluded Class Members (the "Original Participating Class Members"); (b) all  
23          Individual PAGA Payments to all Original PAGA Members; (c) the LWDA PAGA Payment;  
24          (d) the Administration Expenses Payment; (e) the Class Counsel Fees Payment; (f) the Class  
25          Counsel Litigation Expenses Payment; and (g) the Class Representative Service Payments;
- 26          7. Within ten (10) business days after the deadline for any Inadvertently Excluded Class  
27          Member to exclude him or herself from the Settlement, the Parties will submit an Amended  
28

1 Proposed Order and Judgment Granting Final Approval of Class Action and PAGA  
2 Settlement (the “Amended Order”), reflecting the actions undertaken as described herein;

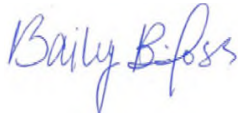
- 3 8. Within fourteen (14) calendar days after the entry of the Amended Order, the Administrator  
4 will mail checks for all Individual Class and PAGA Payments to the Inadvertently Excluded  
5 Class Members who elect to participate in the Settlement; and  
6 9. If any Inadvertently Excluded Class Member opts out of the Settlement, such Inadvertently  
7 Excluded Class Member’s pro rata portion of the Settlement shall be distributed to the Justice  
8 Gap Fund maintained by the California State Bar, a *cy pres* recipient that has been mutually  
9 selected by the Parties and with which the Parties declare that they have no interest or  
10 relationship.

11 IT IS SO STIPULATED.

12  
13 DATED: April 18, 2024

Respectfully submitted,


SEYFARTH SHAW LLP

14  
15   
16 By: \_\_\_\_\_  
17 Timothy L. Hix  
18 Bailey K. Bifoss  
19 Attorneys for Defendant  
20 BAXALTA US, INC.

21  
22 DATED: April 18, 2024

Respectfully submitted,

CAPSTONE LAW APC

23   
24 By: \_\_\_\_\_  
25 Raul Perez  
26 Bevin Allen Pike  
27 Attorneys for Plaintiffs and the Settlement  
28 Class

1 DATED: April 18, 2024

Respectfully submitted,

2 KINGSLEY & KINGSLEY

3  
4 By: 

5 Kelsey M. Szamet  
6 Attorneys for Plaintiffs and the Settlement  
7 Class

1 ~~PROPOSED~~ ORDER

2 Based upon the above Stipulation of the Parties and for good cause shown, the Court hereby  
3 orders as follows:

- 4 1. Capitalized terms used herein shall have the same meaning afforded them in the Parties'  
5 Settlement Agreement and the Stipulation above;
- 6 2. The Final Approval Order is stayed pending the Parties' completion of the steps identified  
7 below and submission of a Proposed Amended Judgment;
- 8 3. Within five (5) business days after the Court's entry of this Order, the Settlement  
9 Administrator will re-calculate all Participating Class Members' Individual Class and PAGA  
10 Payments under the Settlement based on the additional workweeks and pay periods worked  
11 by the Inadvertently Excluded Class Members;
- 12 4. Within ten (10) business days after the Settlement Administrator's re-calculated payments to  
13 the Participating Class Members, the Settlement Administrator shall provide notice of the  
14 Settlement to the Inadvertently Excluded Class Members;
- 15 5. Notice to the Inadvertently Excluded Class Members shall be in the same form and given  
16 pursuant to the same process as set forth in Section 8.4 of the Parties' Settlement Agreement  
17 and approved by the Court in granting Preliminary Approval (including but not limited to the  
18 term providing that Inadvertently Excluded Class Members shall have up to sixty (60) days  
19 to exclude themselves from the Settlement), except that Inadvertently Excluded Class  
20 Members shall have no right to object to the Settlement as provided under Section 8.7 of the  
21 Parties' Settlement Agreement;
- 22 6. Within ten (10) business days after the Settlement Administrator's re-calculated payments to  
23 the Participating Class Members, Baxalta shall fully fund the Settlement Amount and also  
24 fund amounts that the Administrator in its best estimate and judgment estimates will be  
25 necessary to fully pay Baxalta's share of payroll taxes by transmitting such funds to the  
26 Administrator;

7. Within five (5) business days after the Settlement being funded, the Administrator will mail checks for (a) all Individual Class Payments to all Original Participating Class Members; (b) all Individual PAGA Payments to all Original PAGA Members; (c) the LWDA PAGA Payment; (d) the Administration Expenses Payment; (e) the Class Counsel Fees Payment; (f) the Class Counsel Litigation Expenses Payment; and (g) the Class Representative Service Payments;
8. Within ten (10) business days after the deadline for any Inadvertently Excluded Class Member to exclude him or herself from the Settlement, the Parties will submit an Amended Proposed Order and Judgment Granting Final Approval of Class Action and PAGA Settlement (the “Amended Order”), reflecting the actions undertaken as described herein;
9. Within fourteen (14) calendar days after the entry of the Amended Order, the Administrator will mail checks for all Individual Class and PAGA Payments to the Inadvertently Excluded Class Members who elect to participate in the Settlement; and

If any Inadvertently Excluded Class Member opts out of the Settlement, such Inadvertently Excluded Class Member’s pro rata portion of the Settlement shall be distributed to the Justice Gap Fund maintained by the California State Bar, a *cy pres* recipient that has been mutually selected by the Parties and with which the Parties declare that they have no interest or relationship.

IT IS SO ORDERED.

DATED: 06/11/2024



Hon. Judge Kenneth R. Freeman  
Judge of the Superior Court  
Kenneth R. Freeman / Judge

**PROOF OF SERVICE**

I am over the age of eighteen years, and not a party to the within action. My business address is 560 Mission Street, Suite 3100, San Francisco, California 94105. On **April 19, 2024**, I served the within document(s):

**STIPULATION TO STAY FINAL APPROVAL ORDER AND JUDGMENT PENDING AMENDMENT THEREOF; [PROPOSED] ORDER**

**BY ELECTRONIC SERVICE VIA CASE ANYWHERE:** Based on a court order I caused the above-entitled document(s) to be served through Case Anywhere at the website [www.caseanywhere.com](http://www.caseanywhere.com), addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

KINGSLEY & KINGSLEY, APC Eric B. Kingsley Kelsey M. Szamet 16133 Ventura Boulevard, Suite 1200 Encino, California 91436 Email: <a href="mailto:eric@kingsleykingsley.com">eric@kingsleykingsley.com</a> Email: <a href="mailto:kelsey@kingsleykingsley.com">kelsey@kingsleykingsley.com</a>	Attorneys for Plaintiff SERG RAMIREZ and the Proposed Class
TOJARIEH LAW FIRM, PC Joseph Tojarieh 10250 Constellation Boulevard, Suite 100 Los Angeles, California 90067 Email: <a href="mailto:jft@tojariehlaw.com">jft@tojariehlaw.com</a>	Attorneys for Plaintiff SERG RAMIREZ and the Proposed Class
CAPSTONE LAW APC Bevin Allen Pike Daniel Jonathan Trisha K. Monesi 1875 Century Park East, Suite 1000 Los Angeles, California 90067 Email: <a href="mailto:bevin.pike@capstonelawyers.com">bevin.pike@capstonelawyers.com</a> Email: <a href="mailto:Daniel.jonathan@capstonelawyers.com">Daniel.jonathan@capstonelawyers.com</a> Email: <a href="mailto:Trisha.Monesi@capstonelawyers.com">Trisha.Monesi@capstonelawyers.com</a>	Attorneys for Plaintiff FITZGERALD DE ROXAS

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

Executed on **April 19, 2024**, at San Francisco, California.



\_\_\_\_\_  
Mayela McArthur