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**FILED**  
Superior Court of California  
County of Los Angeles  
**02/15/2024**  
David W. Slayton, Executive Officer / Clerk of Court  
By:                   I. Arellanes                   Deputy

16 Attorneys for Plaintiffs and the Settlement Class

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 FOR THE COUNTY OF LOS ANGELES

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

23 Plaintiffs,

24 vs.

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

26 Defendants.

Case No.: 21STCV07572

Assigned to the Hon. Kenneth R. Freeman

~~[AMENDED PROPOSED]~~ ORDER AND  
**JUDGMENT GRANTING MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
AND PAGA SETTLEMENT AND MOTION  
FOR ATTORNEYS’ FEES, COSTS AND  
EXPENSES, AND CLASS  
REPRESENTATIVE SERVICE PAYMENTS**

Date: February 13, 2024  
Time: 10:00 a.m.  
Place: Department 14

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

1 **ORDER AND JUDGMENT**

2 This matter came before the Court for a hearing on Plaintiffs’ Motion for Final Approval of the  
3 Class Action and PAGA Settlement and Plaintiffs’ Motion for Attorneys’ Fees, Costs and Expenses, and  
4 Class Representative Service Payments (collectively, the “Motions”). Due and adequate notice having  
5 been given to Class Members as required by the Court’s Preliminary Approval Order, which required  
6 Notice be given to the Class, and the Court having reviewed and considered the Motions and all papers  
7 filed and proceedings in this action, and determining that the settlement is fair, adequate, and reasonable,  
8 and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED**  
9 **AS FOLLOWS:**

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

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

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

18 4. The Class Notice fully and accurately informed Class Members of all material elements  
19 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable  
20 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully  
21 with the laws of the State of California and due process. The Class Notice fairly and adequately described  
22 the settlement and provided Class Members with adequate instructions and a variety of means to obtain  
23 additional information.

24 5. Class Members were given a full opportunity to participate in the Final Approval hearing,  
25 and all Class Members and other persons wishing to be heard have been heard. There were no objections  
26 to the settlement and two Class Members opted out. Accordingly, the Court determines that all Class  
27 Members who did not timely and properly opt out of the settlement are bound by this Order and by the  
28 terms of the Parties’ Settlement Agreement including the releases provided for in the Settlement and this

1 Order. As of the date provided in the Settlement, by operation of the entry of this Final Approval Order,  
2 each Settlement Class Member, including Plaintiffs, shall be deemed to have fully released, waived,  
3 relinquished, and discharged, to the fullest extent permitted by law, all Released Class Claims that he or  
4 she may have against the Released Parties.

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

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

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

27 9. The Settlement Agreement is not an admission by Defendant or by any other Released  
28 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or

1 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to  
2 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used  
3 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability  
4 whatsoever by or against Defendant or any of the other Released Parties.

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

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

13 12. Plaintiffs Fritzgerald De Roxas and Serg Ramirez are adequate and suitable  
14 representatives and are hereby appointed the Class Representatives for the Settlement Class. The Court  
15 finds that Plaintiffs’ investment and commitment to the litigation and its outcome ensured adequate and  
16 zealous advocacy for the Settlement Class, and that their interests are aligned with those of the Settlement  
17 Class.

18 13. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of  
19 \$7,500, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of all  
20 claims arising out of their employment with Defendant.

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

26 15. The settlement of civil penalties under PAGA in the amount of \$200,000 is hereby  
27 approved. Seventy-Five Percent (75%), or \$150,000, shall be paid to the California Labor and Workforce  
28 Development Agency. The remaining Twenty-Five Percent (25%), or \$50,000, will be paid to Aggrieved

1 Employees. As of the date provided in the Settlement, by operation of the entry of this Final Approval  
2 Order, the Aggrieved Employees shall be deemed to release the Released PAGA Claims against the  
3 Released Parties in their entirety.

4 16. The Court hereby awards \$1,583,333 in attorneys' fees and \$24,698.95 in costs and  
5 expenses to Capstone Law APC; Kingsley & Kingsley, APC; and Tojarieh Law Firm. The Court finds  
6 that the requested award of attorneys' fees is reasonable for a contingency fee in a class action such as this,  
7 *i.e.*, one-third of the common fund created by the settlement. The award of attorneys' fees and costs will  
8 be divided as follows: (a) \$949,999.80 in attorneys' fees and \$11,751.63 in litigation costs to Capstone  
9 Law APC; (b) \$379,999.92 in attorneys' fees and \$11,626.22 in litigation costs to Kingsley & Kingsley,  
10 APLC; and (c) \$253,333.28 in attorneys' fees and \$1,321.10 in litigation costs to Tojarieh Law Firm, PC.

11 17. The Court finds that the services provided by the Settlement Administrator were for the  
12 benefit of the Class, and the cost of \$13,500 is fair, reasonable, and appropriate for reimbursement. The  
13 Court approves payment to CPT Group, Inc. in the amount of \$13,500, which includes all costs and fees  
14 incurred to date as well as estimated costs and fees involved in completing the administration of the  
15 Settlement.

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

19 All Participating Class Members, on behalf of themselves and their respective  
20 former and present representatives, agents, attorneys, heirs, administrators,  
21 successors, and assigns, release Released Parties from (i) all claims that were  
22 alleged, or reasonably could have been alleged, based on the Class Period facts  
23 stated in the Operative Complaint and ascertained in the course of the Action,  
24 including, *e.g.*, failure to pay wages (including minimum wages and overtime),  
25 improper adoption of alternative work schedule, unlawful rounding, failure to  
26 properly pay regular rate, failure to compensate for time spent in pre or post-shift  
27 screenings, failure to provide meal periods, failure to provide rest periods, failure  
28 to pay meal and/or rest period premiums at 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, 558, 1174, 1174.5,  
1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6401, 6403, as well as

1 corresponding claims under title 8 section 11010 of the California Code of  
2 Regulations, the California Unfair Competition Law, Business and Professions  
3 Code section 17200 *et seq.*, and California Civil Procedure Code section 1021.5,  
4 and any applicable Wage Order. Except as set forth in Section 6.4 of this  
5 Agreement, Participating Class Members do not release any other claims,  
6 including claims for vested benefits, wrongful termination, violation of the Fair  
7 Employment and Housing Act, unemployment insurance, disability, social  
8 security, workers' compensation, or claims based on facts occurring outside the  
9 Class Period.

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

13 All claims for PAGA penalties that were alleged, or reasonably could have been  
14 alleged, based on the PAGA Period facts stated in the Operative Complaint, the  
15 PAGA Notice, and ascertained in the course of the Action, including, e.g., failure  
16 to pay wages (including minimum wages and overtime), improper adoption of  
17 alternative work schedule, unlawful rounding, failure to properly pay regular rate,  
18 failure to compensate for time spent in pre or post-shift screenings, failure to  
19 provide meal periods, failure to provide rest periods, failure to pay meal and/or rest  
20 period premiums at the appropriate rate, failure to provide accurate itemized wage  
21 statements and maintain payroll records, failure to timely pay wages during  
22 employment, failure to timely pay wages upon termination of employment, failure  
23 to provide reporting time pay, unpaid sick leave, failure to provide appropriate  
24 safety devices and safeguards, unreimbursed business expenses, unfair and  
25 unlawful business practices and which were raised or that reasonably could have  
26 been raised under the applicable Wage Orders and Labor Code including sections  
27 201, 202, 203, 204, 210, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 248.5,  
28 249, 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 the applicable IWC Wage  
Order(s).

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

23 All claims for PAGA penalties that were alleged, or reasonably could have been  
24 alleged, based on the PAGA Period facts stated in the Operative Complaint, the  
25 PAGA Notice, and ascertained in the course of the Action, including but not  
26 limited to failure to pay wages (including minimum wages and overtime),  
27 improper adoption of alternative work schedule, unlawful rounding, failure to  
28 properly pay regular rate, failure to compensate for time spent in pre- or post-shift  
screenings, failure to provide meal periods, failure to provide rest periods, failure  
to pay meal and/or rest period premiums at 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

1 provide appropriate safety devices and safeguards, unreimbursed business  
2 expenses, unfair and unlawful business practices and which were raised or that  
3 reasonably could have been raised under the applicable Wage Orders and Labor  
4 Code including sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 245.5, 246,  
5 246.5, 247, 247.5, 248.5, 249, 256, 510, 511, 512, 516, 558, 1174, 1174.5,  
6 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6401, 6403, as well  
7 corresponding as claims under title 8 section 11010 of the California Code of  
8 Regulations, the California Unfair Competition Law, Business and Professions  
9 Code section 17200 *et seq.*, and California Civil Procedure Code section 1021.5,  
10 and the applicable IWC Wage Order(s).

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

17 22. Judgment in this matter is entered in accordance with the above findings in accordance  
18 with California Rules of Court, Rule 3.769. Plaintiffs shall comply with California Rules of Court, Rule  
19 3.771(b) by filing a Notice of Entry of Judgment with the Court.

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

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

26 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

27 Dated: 02/15/2024



28   
Hon. Kenneth R. Freeman  
Los Angeles County Superior Court Judge  
Kenneth R. Freeman / Judge

**PROOF OF SERVICE**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067. My electronic address is Xochitl.Tapia@capstonelawyers.com.

On **February 13, 2024**, I served the document(s) described as: **[AMENDED PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS AND EXPENSES, AND CLASS REPRESENTATIVE SERVICE PAYMENTS** on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [ ] to interested parties as follows [or] [✓] as stated on the attached service list:

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**BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. As well as CaseAnywhere. This will constitute service of the document(s).

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

Executed this **February 13, 2024**, at Los Angeles, California.

Xochitl Tapia  
Type or Print Name

  
Signature