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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

DARAPHONE SIMMA and WENDY SANTOS, individuals, on behalf of themselves and on behalf of all persons similarly situated, and on behalf of the State of California, as private attorney general,

Plaintiffs,

vs.

BIOSENSE WEBSTER, INC., a California Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **30-2023-01342539-CU-OE-CXC**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: September 17, 2026
Hearing Time: 2:00 p.m.

Judge: Hon. Layne H. Melzer
Dept.: CX102

Action Filed: August 15, 2023
Trial Date: Not Set

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT on October 1, 2026, the Court entered the Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto as Exhibit #1.

Respectfully submitted,

Dated: October 5, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: */s/ Kyle Nordrehaug*
Kyle R. Nordrehaug
Attorneys for Plaintiffs

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On October 5, 2026, I served the document(s) described as:

1. Notice of Entry of Judgment

X (BY ELECTRONIC SERVICE): I caused the above entitled document(s) to be transmitted through electronic mail to counsel Defendant at the following address(es):

Andrew Lichtenstein
Email: ALichtenstein@ebglaw.com
EPSTEIN BECKER & GREEN, P.C.
1925 Century Park East, Suite 500
Los Angeles, CA 90067

Attorneys for Defendant

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

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

Executed on October 5, 2026, at La Jolla, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug

EXHIBIT #1

Electronically Filed by Superior Court of California, County of Orange, 10/01/2026 03:00:00 PM.
30-2023-01342539-CU-OE-CXC - ROA # 172 - DAVID H. YAMASAKI, Clerk of the Court By G. Ramirez, Deputy Clerk.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

DARAPHONE SIMMA and WENDY SANTOS, individuals, on behalf of themselves and on behalf of all persons similarly situated, and on behalf of the State of California, as private attorney general,

Plaintiffs,

vs.

BIOSENSE WEBSTER, INC., a California Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 30-2023-01342539-CU-OE-CXC

[*REVISED* ~~PROPOSED~~] FINAL APPROVAL ORDER AND JUDGMENT

Hearing Date: September 17, 2026
Hearing Time: 2:00 p.m.

Judge: Layne H. Melzer
Dept.: CX102

Action Filed: August 15, 2023
Trial Date: Not Set

The motion of Plaintiffs Daraphone Simma and Wendy Santos ("Plaintiffs") for an order finally approving the First Amended Class Action and PAGA Settlement Agreement ("Agreement"), attached as Exhibit 2 to the Declaration of Kyle Nordrehaug [ROA #157], with Defendant Biosense Webster, Inc. ("Defendant"), attorneys' fees and costs, service payments, and the expenses of the Administrator duly came on for hearing on September 17, 2026 before the Honorable Layne H. Melzer.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of Orange, and over all Parties to this litigation, including the Class as that term is defined in the Agreement.

3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of One Million Eight Hundred Thousand Dollars ($1,800,000), and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On May 26, 2026, the Court granted preliminary approval of the Settlement and

approved conditional certification of the Class for settlement purposes only.

Notice to the Class

6. In compliance with the Preliminary Approval Order, the Class Notice Packet, in the form attached to the Declaration of the Administrator, was mailed by first class mail to members of the Class at their last known addresses on or about June 10, 2026. Mailing of the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The deadline for opting out of the Class or submitting written objections to the Settlement was August 10, 2026. There was an adequate interval between notice and the deadline to permit Class Members to choose what to do and act on their decision. A full opportunity has been afforded to the Class Members to participate in the final approval hearing, and all Class Members and other persons wishing to be heard have been heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and Class (except as to PAGA claims, as explained below). Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

Fairness Of Settlement

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48 Cal.App.4th 1794, 1801 (1996).

a. The settlement was reached through arm's-length bargaining between the

parties during an all-day mediation before Kevin Barnes, a respected and experienced mediator of wage and hour class actions. Prior to mediation, Plaintiffs conducted an investigation of the facts and claims, and the Parties also exchanged informal discovery, which included time and pay data for the class and relevant policies. There has been no collusion between the parties in reaching the proposed settlement.

b. Plaintiffs' investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement. Furthermore, the Court specifically finds that Class Members and Aggrieved Employees were adequately represented by Plaintiffs and Class Counsel. The Court further finds that Plaintiffs satisfied the statutory perquisites under California Labor Code § 2699.3 for pursuing claims under the California Labor Code Private Attorneys General Act ("PAGA") and have standing to settle such claims on behalf of Aggrieved Employees.

d. The percentage of objectors and requests for exclusion is small. No objections were received. Only one (1) timely request for exclusion was received.

e. One Class Member submitted a workweek dispute and the dispute was resolved. This Class Member also qualified as an Aggrieved Employee under the Settlement.

f. The participation rate was high. 450 Participating Class Members will be mailed a settlement payment, representing 99.77% of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this Action and is fair, reasonable and adequate compensation for the release of Class Members' claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the Action.

10. The Agreement is approved as fair, adequate and reasonable and in the best interests of the Class Members.

Attorneys' Fees and Costs

11. An award of $540,000 for attorneys' fees, representing 30% of the Gross Settlement Amount, and $17,292.53 for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar and litigation expense billing statement. Both the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment shall be paid from the Gross Settlement Amount.

Class Representative Service Payments

12. The Agreement provides for Class Representative Service Payments of not more than $10,000 each to the Plaintiffs, subject to the Court's approval. The Court hereby reduces the Class Representative Service Payments to $5,000 each (a combined total of $10,000). The Court finds that Class Representative Service Payments in the reduced amount of $5,000 each to the Plaintiffs (a combined total of $10,000) is reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for their time and effort in bringing and prosecuting this matter on behalf of the Class. In making this award, the Court has considered only the factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785. The Class Representative Service Payments shall be paid from the Gross Settlement Amount.

Administration Expenses Payment

13. The Administrator shall calculate and administer the payments to be made to the Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has documented $7,500 in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator. The Administration Expenses Payment shall be paid from the Gross Settlement Amount.

PAGA Penalties

14. The Agreement provides for PAGA Penalties in the amount of $40,000 to be paid out of the Gross Settlement Amount, which shall be allocated 75% ($30,000) to the LWDA PAGA Payment and 25% ($10,000) to the Individual PAGA Payments to be distributed by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($10,000) by the total number of Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Workweeks during the PAGA Period. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period. Aggrieved Employees will receive Individual PAGA Payments and be bound by the release of PAGA claims in the Settlement, regardless of whether they requested exclusion from the Settlement. "Aggrieved Employees" are all individuals who are or were employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period. The "PAGA Period" is July 25, 2022 to August 31, 2025. There are 338 Aggrieved Employees. On April 14, 2026, Plaintiff notified the LWDA of the settlement and served the LWDA with a copy of the Agreement pursuant to California Labor Code § 2699(s)(2). The LWDA has not objected to the Settlement. The Court finds this PAGA Penalties amount to be reasonable and hereby approves the Settlement of PAGA claims pursuant to California Labor Code § 2699. The PAGA Penalties shall be paid from the Gross Settlement Amount.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

15. The Class is certified for the purposes of settlement only. The Class is hereby defined as follows:

> All individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.

The Class Period is August 15, 2019, through August 31, 2025.

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class: Benigno Lopez.

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. The Net Settlement Amount payable to all Participating Class Members is $1,195,207.47, including the $10,000 in PAGA penalties to be distributed to the Aggrieved Employees. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.

18. Class Counsel are awarded attorneys' fees in the amount of $540,000 and costs in the amount of $17,292.53. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

19. The payment of the Class Representative Service Payments in the amount of $5,000 each to the Plaintiffs is approved.

20. The payment of $7,500 to the Administrator for their fees and expenses is approved.

21. The PAGA Penalties amount of $40,000 is approved to be distributed in accordance with the Agreement.

22. The Agreement and this Settlement are not an admission by Defendant, nor is this Final Approval Order and Judgment a finding of the validity of any claims in the Action, any wrongdoing by Defendant, or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, negligence, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, any liability, culpability, negligence, or wrongdoing on the part of Defendant, or an admission or

concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

23. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiffs and all Class Members and Aggrieved Employees. The Final Approval Order and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the Class and the Final Approval Order and Judgment shall remain posted on the website for 180 days. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members. Pursuant to Labor Code section 2699, subdivision (s)(3), Class Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

24. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

25. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiffs, and all members of the Class, shall take nothing in the Action.

26. Pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement

benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

27. The Parties are authorized, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of the Agreement and all exhibits attached thereto which are consistent with this Final Approval Order and Judgment and do not limit the rights of the Parties or Class Members under the Agreement.

28. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

29. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

30. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

(a) "Released Class Claims" means any and all causes of action, claims, rights, damages, penalties, liabilities, expenses, losses, attorneys' fees, and costs alleged in the Operative Complaint or that could have been asserted in this Action based on the facts alleged in the Operative Complaint, including: (a) any alleged failure by Defendant to (1) pay Class Members all regular and minimum wages purportedly due; (2) pay Class Members all overtime and double time wages purportedly due; (3) provide Class Members with compliant meal periods or sufficient compensation in lieu thereof; (4) provide Class Members with compliant rest periods or sufficient compensation in lieu thereof; (5) provide Class Members with compliant, accurate wage statements; (6) timely pay Class Members all wages purportedly due during or at the end of employment, including but not limited to vested paid time off and holiday pay; (7) reimburse Class Members for all purportedly necessary business expenses; (8) provide Class Members adequate and proper paid sick leave; (9) provide Class Members with all reporting time pay purportedly due; and (10) provide Class Members with suitable seating; (b) any right or claim for

unfair business practices in violation of California Business & Professions Code section 17200, *et seq.,* based on the alleged failures set forth in (a)(1) through (a)(10) above; and (c) any violation of the California Labor Code or other state or federal statute, rule or regulation (including Wage Orders) that could have been asserted in this Action based on the facts alleged in the Operative Complaint and addressed in (a)(1) through (a)(10) above, including violation of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 2802, as well as the corresponding provisions of the applicable Wage Order(s), and any and all corresponding claims brought and that could have been brought under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. section 201, *et seq.* based on the facts alleged in the Operative Complaint and in accordance with *Rangel v. PLS Check Cashers of Cal., Inc*. (9th Cir. 2018) 899 F.3d 1106, 1110–11 [holding opt-out release of California state law claims was res judicata against FLSA claims "which were direct federal law counterparts to the state law claims settled"]; accord, *Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 539–541 [affirming release of FLSA claims]; *Richardson v. Wells Fargo Bank, N.A*. (5th Cir. 2016) 839 F.3d 442, 451–52 [plaintiff who became party to the opt-out Rule 23 settlement was bound by all settlement terms, including release of FLSA claims]. Except as expressly set forth in the 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 insurance, social security benefits, workers' compensation, or Class claims based on facts occurring outside the Class Period.

(b) "Released Parties" collectively mean: Defendant and all of its present and former parent entities, subsidiaries, and/or affiliates, predecessors and successors, as well as all of its or their present or former divisions, affiliates, former and present officers, owners, predecessors, directors, employees, agents, shareholders, fiduciaries, representatives, attorneys, insurers, benefit plans, and each and all of the foregoing persons' heirs, assigns, executors,

administrators and successors, or any of them, or anyone claiming by, through, under, or on behalf of any of them, or any individual or entity that could be liable for any of the released claims.

31. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the State of California, including the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are any and all rights or claims for statutory penalties, attorneys' fees, and costs pursuant to PAGA arising under the California Labor Code or Wage Orders alleged in Plaintiffs' PAGA Notice or that could have been asserted in the Action based on the facts alleged in the PAGA Notice which occurred during the PAGA Period, including: (a) any alleged failure by Defendant to (1) pay Aggrieved Employees all regular and minimum wages purportedly due; (2) pay Aggrieved Employees all overtime and double time wages purportedly due; (3) provide Aggrieved Employees with compliant meal periods or sufficient compensation in lieu thereof; (4) provide Aggrieved Employees with compliant rest periods or sufficient compensation in lieu thereof; (5) provide Aggrieved Employees with compliant, accurate wage statements; (6) timely pay Aggrieved Employees all wages purportedly due during or at the end of employment, including but not limited to vested paid time off and holiday pay; (7) reimburse Aggrieved Employees for all purportedly necessary business expenses; (8) provide Aggrieved Employees adequate and proper paid sick leave; (9) provide Aggrieved Employees with all reporting time pay purportedly due; and (10) provide Aggrieved Employees with suitable seating; and (b) any violation of the California Labor Code or other state or federal statute, rule or regulation (including Wage Orders) that could have been asserted in this Action based on the facts alleged in Plaintiffs' PAGA Notice and addressed in (a)(1) through (a)(10) above, including violation of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, as well as the corresponding provisions of the applicable Wage

Order(s), expressly excluding all other claims including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability insurance, social security benefits, and workers' compensation. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

32. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs have generally and fully released and discharged the Released Parties from the Plaintiffs' Release, as fully set forth in the Agreement.

33. If a settlement check remains uncashed by the expiration date, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of the Participating Class Member/Aggrieved Employee.

34. A Final Accounting Hearing is set for July 15, 2027, at 2:00 p.m. in Department CX102. Plaintiffs' Counsel must submit the Administrator's final report regarding distribution of the settlement funds at least sixteen (16) court days prior to the hearing regarding the status of the settlement administration. The final report must include all information necessary for the Court to determine the total amount of the settlement funds actually paid to the Class Members and all others in accordance with the Settlement Agreement, as well as the amount of unclaimed funds, if any, remitted to the State Controller's Unclaimed Property Fund. If the settlement funds are not completely disbursed by the report deadline, counsel must request a continuance. Failure to do so may result in the issuance of an Order to Show Cause re Monetary Sanctions.

35. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE AGREEMENT. PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 664.6 AND CALIFORNIA RULE OF COURT 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS MATTER,

RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated: **October 01, 2026**

HON. LAYNE H. MELZER
JUDGE, SUPERIOR COURT OF CALIFORNIA