

Jamie K. Serb, Esq. (SBN 289601)
jamie@crosnerlegal.com
Sepideh Ardestani, Esq. (SBN 274259)
sepideh@crosnerlegal.com
Zachary M. Crosner, Esq. (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff
BEATRIZ HUITRON

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

BEATRIZ HUITRON, on behalf of the
State of California, and others similarly
situated and aggrieved,

Plaintiff,

v.

INARI MEDICAL, INC., a Delaware
Corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: 30-2023-01350866-CU-OE-CXC

Assigned for All Purposes to:
Hon. Layne H. Melzer
Dept. CX-102

**SUPPLEMENTAL DECLARATION OF
SEPIDEH ARDESTANI IN SUPPORT OF
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT**

Date: March 5, 2026
Time: 2:00 p.m.
Dept.: CX-102

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. I am an attorney duly licensed to practice in California and before this Court, and I am a partner with Crosner Legal, PC, counsel of record for plaintiff. I make this supplemental declaration in support of Plaintiff's Motion for Approval of Settlement under the Private Attorneys General Act. If called to testify as to the within facts, I would and could competently do so.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 10, 2026 at Los Angeles, California.

Declarant

Exhibit 1

1 ~~Jamie K. Serb, Esq. (SBN 289601)~~
2 ~~jamie@crosnerlegal.com~~
3 ~~Sepideh Ardestani, Esq. (SBN 274259)~~
4 ~~sepideh@crosnerlegal.com~~
5 ~~Zachary M. Crosner, Esq. (SBN 272295)~~
6 ~~zach@crosnerlegal.com~~
7 ~~CROSNER LEGAL, PC~~
8 ~~9440 Santa Monica Blvd. Suite 301~~
9 ~~Beverly Hills, CA 90210~~
10 ~~Tel: (866) 276-7637~~
11 ~~Fax: (310) 510-6429~~

12 ~~Attorneys for Plaintiff~~
13 ~~BEATRIZ HUITRON~~

14
15 **SUPERIOR COURT OF CALIFORNIA**
16 **IN AND FOR THE COUNTY OF ORANGE**

17
18 BEATRIZ HUITRON, on behalf of the
19 State of California, and others similarly
situated and aggrieved,

20 Plaintiff,

21 v.

22 INARI MEDICAL, INC., a Delaware
23 Corporation; and DOES 1-100, inclusive,

24 Defendants.

Case No.: 30-2023-01350866-CU-OE-CXC

Assigned for All Purposes to:
Hon. Layne H. Melzer
Dept. CX-102

[PROPOSED] ORDER GRANTING MOTION
AND MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT, AND
JUDGMENT

Date: , 2025
Time: 2:00 p.m.
Dept.: CX-102

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 (“PAGA”), Plaintiff Beatriz Huitron’s Motion for Approval of Settlement under PAGA came before the Court on a regularly noticed motion.

Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff’s complaint and her letter to the Labor Workforce & Development Agency (“LWDA”) dated July 18, 2023 (the “LWDA Notice”), on behalf of all individuals who were employed by Defendant Inari Medical, Inc. in California as a non-exempt employee from July 18, 2022 to December 13, 2024.

Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and approve any settlement of any civil action filed pursuant to this part.” Labor Code section 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the [Settlement Agreement, PAGA Settlement Agreement, Amendment to the PAGA Settlement Agreement and Notice, Notice of Errata, and Second Amendment to PAGA Settlement Agreement \(collectively the "Settlement Agreement," and attached hereto as Exhibit 1\)](#), including the proposed PAGA penalties under Labor Code section 2699(1)(2) and having

1 considered the papers filed in support of the proposed settlement and the arguments of counsel,
2 and good cause appearing, HEREBY ORDERS AS FOLLOWS:

3 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

4 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
5 the above-captioned action, as set forth in the Settlement Agreement ([Exhibit 1 hereto](#)) and each of the
6 releases and other terms, as fair, reasonable, and adequate; and further approves the form of notice to the
7 Aggrieved Employees (Exhibit 2 hereto).

8 3. The Court finds further that all Aggrieved Employees are deemed to release, on
9 behalf of themselves and their respective former and present representatives, agents, attorneys,
10 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
11 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in
12 the Operative Complaint and the PAGA Notice.

13 ~~4. The Court finds further that the foregoing release shall be binding on Plaintiff and the~~
14 ~~State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought~~
15 ~~by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released~~
16 ~~PAGA Claims and Released Parties.~~

17 54. The Parties are directed to comply with all terms of the Settlement Agreement, and
18 Defendant is directed to make all payments required by the Settlement Agreement;

19 65. Under the Settlement Agreement, Defendant agrees to pay Three Hundred Five Thousand
20 Dollars and No Cents (\$305,000.00) (the “Gross Settlement Amount”). The Gross Settlement Amount is
21 inclusive of payments to the LWDA and Aggrieved Employees, Plaintiff’s service award, attorney’s fees
22 and costs, and settlement administration costs. No portion of the Gross Settlement Amount will revert to
23 Defendant. Plaintiff’s Counsel requests an award of attorney’s fees of \$101,666.67 and reimbursement of
24 actual litigation expenses of \$12,987.45, and Plaintiff requests a service award of \$10,000.00. Defendant
25 does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and
26 adequate, and ~~approves each of these payments, and~~ directs the Settlement Administrator to make the
27 following payments from the Gross Settlement Amount:

28 a. \$101,666.67 for the PAGA Counsel Fee Payment to Crosner Legal, PC;

1 b. \$12,987.45 for the PAGA Counsel Litigation Expenses Payment to Crosner Legal, PC;
2 c. \$10,000.00 for PAGA Representative Payment to Plaintiff Beatriz Huitron; and
3 d. \$4,000.00 for the Administration Expenses Payment to Simpluris, Inc., which is
4 approved by the Court as the Settlement Administrator.

5 86. After deducting the foregoing payments, the estimated remainder of approximately
6 \$176,345.88 shall form the Net Settlement Amount (“NSA”). Pursuant to Labor Code section 2699(i),
7 the NSA will then be distributed 75 percent (approximately \$132,259.41) to the LWDA for the LWDA
8 PAGA Payment, and the remaining 25 percent (approximately \$44,086.47) to the Aggrieved Employees
9 on a pro rata basis for the Individual PAGA Payments, as set forth in the Settlement Agreement. The
10 Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA
11 and Aggrieved Employees, along with the Notice of PAGA Settlement, (Exhibit 2 hereto), as set forth in
12 the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement.
13 Any unclaimed funds will be distributed to the California State Controller’s Unclaimed Property Fund.

14 97. The Administrator is ordered to provide Notice of Entry of Judgment to the Aggrieved
15 Employees by posting a copy of this Order and Judgment on its website for a period of no less than sixty
16 (60) days.

17 8. The Court schedules a Compliance Hearing for —, 2026 January 14, 2027, at 2:00 p.m.
18 in Department CX-102 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa
19 Ana, California 92701. The Parties are ordered to file a compliance report at least ~~ten~~sixteen (16) Court
20 days beforehand.

21 109. This document shall constitute a Judgment for purposes of California Rule of Court
22 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under
23 Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement,
24 construction, administration, and interpretation of the Settlement Agreement and this Judgment.

25 **IT IS SO ORDERED AND ADJUDGED.**

26
27
28 Dated: _____

Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

(*Beatriz Huitron v. Inari Medical, Inc.*,
Orange County Superior Court, Case No. 30-2023-01350866-CU-OE-CXC)

You are receiving this Notice because the Court has approved a settlement under the Private Attorneys General Act (“PAGA”), and records indicate that you are an “aggrieved employee” entitled to a payment under that settlement.

1. What Is This Case About?

In this Lawsuit, Plaintiff Beatriz Huitron brought representative-only claims under PAGA (Labor Code §§ 2698 et seq.) against Inari Medical, Inc. (“Inari”) on behalf of the State of California and all current and former non-exempt employees who worked directly for Inari or through a staffing agency at any California location between July 18, 2022 and December 13, 2024 (“Settlement Period”). Plaintiff alleged various Labor Code violations regarding minimum wages, overtime, meal and rest periods, wage statements, business expense reimbursement, and waiting-time penalties. Inari denies all allegations, denies liability, and contends it complied with all laws. The Court did not decide who was right. Instead, the parties agreed to resolve the dispute through a settlement that the Court has reviewed and approved as fair and reasonable.

2. What Is PAGA and How Are Penalties Distributed?

PAGA allows employees to act as private attorneys general to recover civil penalties on behalf of the State of California for alleged Labor Code violations.

Under the statute:

- 75% of all PAGA civil penalties must be paid to the State of California; and
- 25% of the penalties are distributed to aggrieved employees.

Your payment represents your share of the 25% allocated to aggrieved employees.

3. What Are the Terms of the Settlement?

The Court has approved the settlement. According to Inari’s employment records, you worked in a covered position during the Settlement Period. Your Individual PAGA Payment was calculated based on your number of pay periods worked during the Settlement Period compared to all other aggrieved employees.

4. Tax Treatment of Your Individual Payment

Your Individual PAGA Payment is designated as penalties, which are generally treated as miscellaneous income for tax purposes. A Form 1099 will be issued to you for this payment. You should consult your own tax advisor regarding the tax consequences of this settlement.

5. Check-Cashing Deadline and Unclaimed Funds

You must cash or deposit your settlement check within 180 days of the date printed on the check.

- Any check not cashed within the 180-day period will be void.
- Unclaimed funds will be handled in accordance with the Court-approved settlement and applicable law, which ~~will may~~ include redistribution to the State of California or transmission to the unclaimed property fund.

6. What Claims Are Being Released? Can I Opt Out?

Because this is a PAGA-only settlement, you cannot opt out of the settlement. This settlement does NOT release any of your individual wage-and-hour claims, should you have any. The only claims being released are PAGA civil penalties that were, or reasonably could have been, alleged in the operative complaint based on the facts and theories asserted in the Lawsuit and Plaintiff's LWDA Notice; and arise from the Settlement Period of July 18, 2022 to December 13, 2024. You keep all personal rights to bring individual claims for unpaid wages, meal/rest premiums, or any other individual remedies.

7. Do I Need To Do Anything Now?

No. You are automatically included, and the Court has approved the terms.
Simply cash or deposit your settlement check within the 180-day period described above.

8. Notice of Entry of Final Judgment

After the Court enters Final Judgment, the Settlement Administrator will mail a notice of entry of judgment to the same address used for this Notice (unless you provide an updated address).

9. Questions?

If you have questions about your payment or need to update your mailing address, please contact:

Settlement Administrator:

[Name of Administrator]

[Address]

[Phone Number]

[Email]

Court Information:

Superior Court of California, County of Orange – Civil Complex Center

Department CX102

751 West Santa Ana Blvd., Santa Ana, CA 92701

<https://www.occourts.org/location/civil-complex-center>

Please do NOT contact the Court. The Court cannot answer questions about this Notice or the settlement.

Formatted: English (United States)

Exhibit 3

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

(Beatriz Huitron v. Inari Medical, Inc.,
Orange County Superior Court, Case No. 30-2023-01350866-CU-OE-CXC)

You are receiving this Notice because the Court has approved a settlement under the Private Attorneys General Act (“PAGA”), and records indicate that you are an “aggrieved employee” entitled to a payment under that settlement.

1. What Is This Case About?

In this Lawsuit, Plaintiff Beatriz Huitron brought representative-only claims under PAGA (Labor Code §§ 2698 et seq.) against Inari Medical, Inc. (“Inari”) on behalf of the State of California and all current and former non-exempt employees who worked directly for Inari or through a staffing agency at any California location between July 18, 2022 and December 13, 2024 (“Settlement Period”). Plaintiff alleged various Labor Code violations regarding minimum wages, overtime, meal and rest periods, wage statements, business expense reimbursement, and waiting-time penalties. Inari denies all allegations, denies liability, and contends it complied with all laws. The Court did not decide who was right. Instead, the parties agreed to resolve the dispute through a settlement that the Court has reviewed and approved as fair and reasonable.

2. What Is PAGA and How Are Penalties Distributed?

PAGA allows employees to act as private attorneys general to recover civil penalties on behalf of the State of California for alleged Labor Code violations.

Under the statute:

- 75% of all PAGA civil penalties must be paid to the State of California; and
- 25% of the penalties are distributed to aggrieved employees.

Your payment represents your share of the 25% allocated to aggrieved employees.

3. What Are the Terms of the Settlement?

The Court has approved the settlement. According to Inari’s employment records, you worked in a covered position during the Settlement Period. Your Individual PAGA Payment was calculated based on your number of pay periods worked during the Settlement Period compared to all other aggrieved employees.

4. Tax Treatment of Your Individual Payment

Your Individual PAGA Payment is designated as penalties, which are generally treated as miscellaneous income for tax purposes. A Form 1099 will be issued to you for this payment. You should consult your own tax advisor regarding the tax consequences of this settlement.

5. Check-Cashing Deadline and Unclaimed Funds

You must cash or deposit your settlement check within 180 days of the date printed on the check.

- Any check not cashed within the 180-day period will be void.
- Unclaimed funds will be handled in accordance with the Court-approved settlement and applicable law, which will include redistribution to the State of California or transmission to the unclaimed property fund.

6. What Claims Are Being Released? Can I Opt Out?

Because this is a PAGA-only settlement, you cannot opt out of the settlement. This settlement does NOT release any of your individual wage-and-hour claims, should you have any. The only claims being released are PAGA civil penalties that were, or reasonably could have been, alleged in the operative complaint based on the facts and theories asserted in the Lawsuit and Plaintiff's LWDA Notice; and arise from the Settlement Period of July 18, 2022 to December 13, 2024. You keep all personal rights to bring individual claims for unpaid wages, meal/rest premiums, or any other individual remedies.

7. Do I Need To Do Anything Now?

No. You are automatically included, and the Court has approved the terms.
Simply cash or deposit your settlement check within the 180-day period described above.

8. Notice of Entry of Final Judgment

After the Court enters Final Judgment, the Settlement Administrator will mail a notice of entry of judgment to the same address used for this Notice (unless you provide an updated address).

9. Questions?

If you have questions about your payment or need to update your mailing address, please contact:

Settlement Administrator:

[Name of Administrator]

[Address]

[Phone Number]

[Email]

Court Information:

Superior Court of California, County of Orange – Civil Complex Center

Department CX102

751 West Santa Ana Blvd., Santa Ana, CA 92701

<https://www.occourts.org/location/civil-complex-center>

Please do NOT contact the Court. The Court cannot answer questions about this Notice or the settlement.

CORTE SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE ORANGE

(Beatriz Huitron v. Inari Medical, Inc.,
Corte Superior del Condado de Orange, Caso No. 30-2023-01350866-CU-OE-CXC)

Usted está recibiendo esta Notificación porque la Corte ha aprobado un acuerdo bajo la Ley de Procuraduría General Privada (“PAGA”), y los registros indican que usted es un “empleado agraviado” con derecho a un pago bajo ese acuerdo.

1. ¿De qué trata este caso?

En este Juicio, la Demandante Beatriz Huitron presentó reclamos solo representativos bajo PAGA (Código Laboral §§ 2698 y siguientes) contra Inari Medical, Inc. (“Inari”) en nombre del Estado de California y todos los empleados actuales y anteriores no exentos que trabajaron directamente para Inari o a través de una agencia de personal en cualquier ubicación de California entre el 18 de julio del 2022 y el 13 de diciembre del 2024 (“Período del Acuerdo”). La Demandante alegó varias violaciones al Código Laboral con respecto a los salarios mínimos, horas extras, períodos de comidas y descanso, talones de cheques, reembolso de gastos comerciales y sanciones por tiempo de espera. Inari niega todas las acusaciones, niega la responsabilidad, y sostiene que cumplió con todas las leyes. La Corte aún no ha decidido quién tiene razón. En cambio, las partes acordaron resolver la disputa a través de un acuerdo que la Corte ha revisado y aprobado como justo y razonable.

2. ¿Qué es PAGA y cómo se distribuyen las sanciones?

La PAGA permite a los empleados actuar como fiscales generales privados para recuperar sanciones civiles en nombre del Estado de California por supuestas violaciones al Código Laboral.

En virtud de la ley:

- El 75% de todas las sanciones civiles de PAGA deben ser pagadas al Estado de California;
- y
- el 25% de las sanciones se distribuyen a los empleados agraviados.

Su pago representa su parte del 25% asignado a los empleados agraviados.

3. ¿Cuáles son los términos del Acuerdo?

La Corte ha homologado el Acuerdo. De acuerdo con los registros de empleo de Inari, usted trabajó en un puesto cubierto para durante el Período del Acuerdo. Su pago individual en virtud de la PAGA se calculó en base a su número de períodos de pago trabajados durante el Período del Acuerdo en comparación con todos los demás empleados agraviados.

4. Tratamiento impositivo de su Pago Individual

Su Pago Individual en virtud de la PAGA se designa como sanciones, que generalmente se tratan como ingresos misceláneos para propósitos fiscales. Se le emitirá un Formulario 1099 para este pago. Debe consultar con su propio asesor fiscal con respecto las consecuencias fiscales de este acuerdo.

5. Fecha límite para el cobro de cheques y fondos no reclamados

Debe cobrar o depositar su cheque del acuerdo antes de los 180 días de la fecha impresa en el cheque.

- Cualquier cheque no cobrado dentro del período de 180 días será anulado.
- Los fondos no reclamados se manejarán de acuerdo con el Acuerdo aprobado por la Corte y la ley aplicable, que incluirá la redistribución al Estado de California o la transmisión al fondo de propiedad no reclamada.

6. ¿Qué reclamos se exoneran? ¿Puedo excluirme?

Debido a que este es un acuerdo solo de PAGA, usted no puede optar por no participar en el acuerdo. Este Acuerdo NO exonera ninguno de sus reclamos individuales de salario y hora, si usted tuviera alguno. Los únicos reclamos que se exoneran son las sanciones civiles de la PAGA que fueron, o razonablemente podrían haber sido, alegadas en la demanda operativa basada en los hechos y teorías alegadas en el Juicio y en la Notificación de la LWDA de la Demandante; y surgen del Período de Acuerdo del 18 de julio de 2022 al 13 de diciembre de 2024. Usted conserva todos los derechos personales para presentar reclamos individuales por salarios no pagados, primas de comidas / descanso, o cualquier otro recurso individual.

7. ¿Necesito hacer algo ahora?

No. Usted es incluido automáticamente, y la Corte ha aprobado los términos.

Simplemente cobre o deposite su cheque del acuerdo dentro del período de 180 días descrito anteriormente.

8. Notificación de emisión de sentencia definitiva

Después de que la Corte emita la sentencia definitiva, el Administrador del Acuerdo enviará por correo una notificación de emisión de sentencia a la misma dirección utilizada para esta Notificación (a menos que usted proporcione una dirección actualizada).

9. ¿Preguntas?

Si tiene preguntas sobre su pago o necesita actualizar su dirección postal, por favor póngase en contacto con:

Administrador del Acuerdo:

[Nombre del Administrador]

[Dirección]

[Número de teléfono]

[Email]

Información de la Corte:

Corte Superior de California, Condado de Orange– Civil Complex Center

Departamento CX102

751 West Santa Ana Blvd., Santa Ana, CA 92701

<https://www.occourts.org/location/civil-complex-center>

NO se comuniqué con la Corte. La Corte no puede responder preguntas sobre esta Notificación o el Acuerdo.



AML-Global
AMERICAN LANGUAGE SERVICES

M a k i n g t h e W o r l d S m a l l e r

CERTIFICATION OF TRANSLATION
AFFIDAVIT FOR TRANSLATION OF SAID DOCUMENT

American Language Services, a company specializing in the translation of documents, certifies the following:

- American Language Services has retained a professional translator for the attached English into Spanish document. The document is referred to as:

"HUITRON V INARI NOTICE"

- I affirm that such translation has been prepared by a duly qualified translator, who has confirmed that such translation is, to the best of their knowledge and belief, a true and accurate translation in Spanish of the corresponding English document.
- I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Notwithstanding the foregoing affirmations, no liability is assumed for errors and omissions in the translation of the attached document.
- Executed on this Ninth day of February, 2026, at Los Angeles, California.

OLGA PORTILLO
AMERICAN LANGUAGE SERVICES

ata MEMBER
American Translators Association

Member # 244894

1849 SAWTELLE BLVD. SUITE 600 LOS ANGELES, CALIFORNIA 90025
TEL (310) 829-0741 FAX (310) 829-3222
translation@alsglobal.net
www.alsglobal.net

CALIFORNIA JURAT

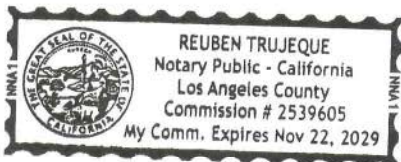
GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on
this 9th day of February, 2026, by
Date Month Year

(1) OLGA PORTILLO(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature *Reuben Trujque*
Signature of Notary Public

*Place Notary Seal and/or Stamp Above***OPTIONAL**

*Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.*

Description of Attached DocumentTitle or Type of Document: "HUITRON V INARI NOTICE"Document Date: See attached Number of Pages: 2

Signer(s) Other Than Named Above: _____

TÒA ÁN CẤP CAO CỦA TIỂU BANG CALIFORNIA
QUẬN CAM

(Beatriz Huitron kiện Inari Medical, Inc.,
Tòa án Cấp cao Quận Cam, Vụ án số 30-2023-01350866-CU-OE-CXC)

Quý vị nhận được Thông báo này vì Tòa án đã phê duyệt một thỏa thuận dàn xếp theo Đạo luật Chung về Luật sư Cá nhân (Private Attorneys General Act - “PAGA”), và hồ sơ cho thấy quý vị là một “nhân viên bị thiệt hại” có quyền được nhận khoản thanh toán theo thỏa thuận dàn xếp đó.

1. Vụ Kiện này Xoay Quanh Vấn Đề Gì?

Trong Vụ kiện này, Nguyên đơn Beatriz Huitron đã đệ trình các khiếu nại chỉ mang tính đại diện theo quy định của PAGA (Bộ luật Lao động §§ 2698 và các điều khoản tiếp theo) chống lại Inari Medical, Inc. (“Inari”) thay mặt cho Tiểu bang California và tất cả các nhân viên hiện tại và trước đây không thuộc diện miễn trừ đã làm việc trực tiếp cho Inari hoặc thông qua một công ty cung cấp nhân lực tại bất kỳ địa điểm nào ở California trong khoảng thời gian từ ngày 18 tháng 7 năm 2022 đến ngày 13 tháng 12 năm 2024 (“Giai đoạn Dàn xếp”). Nguyên đơn cáo buộc nhiều vi phạm đối với Bộ luật Lao động liên quan đến mức lương tối thiểu, tiền làm thêm giờ, thời gian nghỉ ăn và nghỉ giải lao, bản sao kê tiền lương, khoản bồi hoàn chi phí công việc và tiền phạt do chậm trễ trong việc trả lương. Inari phủ nhận mọi cáo buộc, từ chối mọi trách nhiệm và khẳng định rằng công ty này đã tuân thủ tất cả luật lệ. Tòa án đã không phán quyết ai đúng ai sai. Thay vào đó, các bên đã đồng ý giải quyết tranh chấp thông qua một thỏa thuận mà Tòa án đã xem xét và phê duyệt là công bằng và thỏa đáng.

2. PAGA Là Gì và Các Khoản Phạt được Phân Bỏ Như Thế Nào?

PAGA cho phép người lao động đóng vai trò là các luật sư tư nhân để thu hồi những khoản phạt dân sự thay mặt cho Tiểu bang California đối với các cáo buộc vi phạm Bộ luật Lao động.

Theo quy định của luật:

- 75% tổng số tiền phạt dân sự theo PAGA phải được nộp cho Tiểu bang California; và
- 25% số tiền phạt được phân bổ cho các nhân viên bị thiệt hại.

Khoản thanh toán của quý vị thể hiện phần quý vị được chia trong số 25% được phân bổ cho các nhân viên bị thiệt hại.

3. Các Điều Khoản của Thỏa Thuận Dàn Xếp Là Gì?

Tòa án đã phê duyệt thỏa thuận dàn xếp. Theo hồ sơ việc làm của Inari, quý vị đã làm việc ở một vị trí được hưởng bồi thường trong Giai đoạn Dàn xếp. Khoản Thanh toán Cá nhân theo PAGA của quý vị được tính toán dựa trên số kỳ trả lương quý vị đã làm việc trong Giai đoạn Dàn xếp so với tất cả các nhân viên bị thiệt hại khác.

4. Khoản Thuế được Tính đối với Khoản Thanh Toán Cá Nhân của Quý Vị

Khoản Thanh toán PAGA Cá nhân của quý vị được chỉ định là tiền phạt, thường được coi là thu nhập hỗn hợp cho mục đích tính thuế. Quý vị sẽ nhận được Mẫu đơn 1099 cho khoản thanh toán này. Quý vị nên tham khảo ý kiến chuyên gia tư vấn thuế của riêng mình về các hệ quả thuế phát sinh từ thỏa thuận này.

5. Hạn Chót để Chuyển Thành Tiền Mặt và Khoản Tiền Không Có Người Nhận

Quý vị phải chuyển thành tiền mặt hoặc gửi tấm séc thanh toán vào tài khoản ngân hàng trong vòng 180 ngày kể từ ngày tháng in trên séc.

- Bất kỳ tấm séc nào không được chuyển thành tiền mặt trong vòng 180 ngày sẽ bị vô hiệu.
- Số tiền không có người nhận sẽ được xử lý theo thỏa thuận đã được Tòa án phê duyệt và luật pháp hiện hành, bao gồm việc phân phối lại cho Tiểu bang California hoặc chuyển vào quỹ tài sản vô chủ.

6. Những Khiếu Nại Nào Đang Được Giải Quyết? Tôi Có Thể Từ Chối Tham Gia Không?

Vì đây là thỏa thuận dàn xếp chỉ theo PAGA, quý vị không thể từ chối tham gia thỏa thuận này. Thỏa thuận này KHÔNG làm chấm dứt bất kỳ khiếu nại nào của cá nhân quý vị về tiền lương và giờ làm việc, nếu quý vị có những khiếu nại như vậy. Các khiếu nại duy nhất được giải quyết là các khoản phạt dân sự theo PAGA đã được, hoặc có thể đã được nêu trong đơn kiện có hiệu lực, dựa trên các dữ kiện và lý thuyết được khẳng định trong Vụ kiện và Thông báo LWDA của Nguyên đơn; và phát sinh trong Giai đoạn Dàn xếp từ ngày 18 tháng 7 năm 2022 đến ngày 13 tháng 12 năm 2024. Quý vị vẫn giữ nguyên tất cả quyền cá nhân để khởi kiện riêng lẻ về tiền lương chưa được trả, tiền phụ cấp ăn uống/ngiht giải lao, hoặc bất kỳ biện pháp khắc phục nào khác cho cá nhân.

7. Tôi Có Cần Làm Gì Bây Giờ Không?

Không. Quý vị tự động được bao gồm trong Thỏa thuận, và Tòa án đã phê duyệt các điều khoản. Quý vị chỉ cần chuyển thành tiền mặt hoặc gửi séc thanh toán vào tài khoản ngân hàng trong vòng 180 ngày như đã nêu ở trên.

8. Thông Báo về việc Ban Hành Phán Quyết Cuối Cùng

Sau khi Tòa án ban hành Phán quyết Cuối cùng, Quản trị viên của Thỏa thuận Dàn xếp sẽ gửi qua đường bưu điện một thông báo về việc ban hành phán quyết đến cùng địa chỉ đã được sử dụng cho Thông báo này (trừ khi quý vị cung cấp địa chỉ mới).

9. Quý Vị Có Câu Hỏi Gì Không?

Nếu quý vị có thắc mắc về khoản thanh toán hoặc cần thay đổi địa chỉ nhận thư của mình, vui lòng liên hệ:

Quản trị viên của Thỏa thuận Dàn xếp:

[Name of Administrator]

[Address]

[Phone Number]

[Email]

Thông tin về Tòa án:

Superior Court of California, County of Orange – Civil Complex Center

Department CX102

751 West Santa Ana Blvd., Santa Ana, CA 92701

<https://www.occourts.org/location/civil-complex-center>

Vui lòng KHÔNG liên hệ với Tòa án. Tòa án không thể trả lời các câu hỏi về Thông báo này hoặc thỏa thuận dàn xếp.



AML-Global
AMERICAN LANGUAGE SERVICES

M a k i n g t h e W o r l d S m a l l e r

CERTIFICATION OF TRANSLATION
AFFIDAVIT FOR TRANSLATION OF SAID DOCUMENT

American Language Services, a company specializing in the translation of documents, certifies the following:

- American Language Services has retained a professional translator for the attached English into Vietnamese document. The document is referred to as:

"HUITRON V INARI NOTICE"

- I affirm that such translation has been prepared by a duly qualified translator, who has confirmed that such translation is, to the best of their knowledge and belief, a true and accurate translation in Vietnamese of the corresponding English document.
- I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Notwithstanding the foregoing affirmations, no liability is assumed for errors and omissions in the translation of the attached document.
- Executed on this Ninth day of February, 2026, at Los Angeles, California.

OLGA PORTILLO
AMERICAN LANGUAGE SERVICES

ata MEMBER
American Translators Association

Member # 244894

1849 SAWTELLE BLVD. SUITE 600 LOS ANGELES, CALIFORNIA 90025
TEL (310) 829-0741 FAX (310) 829-3222
translation@alsglobal.net
www.alsglobal.net

CALIFORNIA JURAT

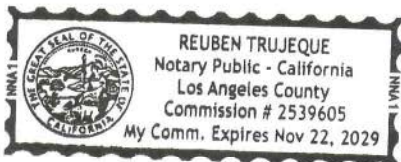
GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on
this 9th day of February, 2026, by
Date Month Year

(1) OLGA PORTILLO(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature *Reuben Trujque*
Signature of Notary Public

*Place Notary Seal and/or Stamp Above***OPTIONAL**

*Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.*

Description of Attached DocumentTitle or Type of Document: "HUITRON V INARI NOTICE"Document Date: See attached Number of Pages: 2

Signer(s) Other Than Named Above: _____

Exhibit 4

SECOND AMENDMENT TO THE PAGA SETTLEMENT AGREEMENT AND NOTICE

This SECOND AMENDMENT supplements and amends the AMENDMENT TO THE PAGA Settlement Agreement and Notice (“Settlement Agreement”) between Plaintiff Beatriz Huitron (“Plaintiff”) and Defendant Inari Medical, Inc. (“Defendant”) and is annexed to and forms part of the Settlement Agreement for all purposes. When the terms of this Amendment and the Settlement Agreement are in conflict, this Amendment shall govern and supersede the terms of the Settlement Agreement.

1. Paragraph 1.17 of the Settlement Agreement is hereby amended to read as follows:

“Notice of PAGA Settlement” means the letter, substantially similar to the form attached hereto as Exhibit A, explaining the Settlement of the Aggrieved Employees, which will accompany each settlement check. The Notice will be translated into Spanish and Vietnamese.

2. Paragraph 4.4.2 of the Settlement Agreement is hereby amended to read as follows:

The distribution of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement. The Notice will be translated into Spanish and Vietnamese.

AGREED:

Date: February 9, 2026



Beatriz Huitron

Date: February 9, 2026

Inari Medical, Inc.

By: _____

Its: _____

Exhibit 5