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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: January 8, 2026
Time: 2:00 p.m.
Dept.: CX-102

DECLARATION OF SEPIDEH ARDESTANI

I, SEPIDEH ARDESTANI, Declare:

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 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.

2. Attached hereto as Exhibit 1 is a true and correct, fully-executed copy of the Parties' Amendment to PAGA Settlement Agreement. Attached hereto as Exhibit 2 is a true and correct copy of the proposed Notice letter to the Aggrieved Employees. Attached hereto as Exhibit 3 is a redline of the Notice letter reflecting all revisions made. Attached hereto as Exhibit 4 are true and correct copies of the invoices for mediation and expert costs incurred by my office. My office uploaded this declaration and exhibits to the LWDA, and gave notice of the continued hearing via the LWDA's online portal and as reflected in the accompanying proof of service. Attached hereto as Exhibit 5 is a true and correct copy of the LWDA's acknowledgement of receipt of the revised settlement documents.

3. I am unaware of any other cases or matters that may be related to this matter or that may have overlapping claims or classes.

4. Crosner Legal will not share any fees awarded in this matter with any other attorney or law firm.

5. I estimate Plaintiff's total compensation from the proposed settlement will be approximately \$40,085, including about \$85 as her pro rata share of the settlement proceeds and \$10,000 for the proposed enhancement, plus \$30,000 for her individual settlement agreement with Defendant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 15, 2025, at Los Angeles, California.



Declarant

Exhibit 1

AMENDMENT TO THE PAGA SETTLEMENT AGREEMENT AND NOTICE

This AMENDMENT supplements and amends 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 8.1 of the Settlement Agreement is hereby amended to read as follows:

AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

8.1 Based on its records, Inari estimates that, as of the date of this Settlement Agreement, there are 507 Aggrieved Employees who worked 17,708 Pay Periods during the PAGA Period.

2. Paragraph 8.2 of the Settlement Agreement is hereby amended to read as follows:

8.2 The Gross Settlement Amount was agreed upon based on Inari’s representations of the total number of Pay Periods in the PAGA Period. Based on Inari’s records, there were 507 Aggrieved Employees who worked 17,708 Pay Periods during the PAGA Period, so the escalator clause was not triggered.

AGREED:

Date: December 11, 2025



Beatriz Huitron

Date: December 11, 2025

Inari Medical, Inc.

By: _____

Its: _____

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 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]

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

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 money as a result of a court approved settlement in Beatriz Huitron v. payment under that settlement. Inari Medical, Inc., Orange County Superior Court, Case No. 30-2023-01350866-CU-OE-CXC (the “Lawsuit”).

1. What is This Case About?

In this case about?

In the Lawsuit, Plaintiff Beatriz Huitron asserted brought representative-only claims under PAGA (Labor Code §§ 2698 et seq.) against Defendant Inari Medical, Inc. (“Inari”) on behalf of the State of California and all current and former non-exempt employees that who worked either directly for Inari or viathrough a staffing agency for Inari at any California location in California during the period of between July 18, 2022 to and December 13, 2024 (the “Settlement Period”). Plaintiff alleges claims for penalties and unpaid wages pursuant to the Private Attorneys General Act of 2004 (“PAGA”) Labor Code section 2698 et seq. based on the alleged (1) failure to various Labor Code violations regarding minimum wages; (2) failure, 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 pay all overtime wages; (3) failure the State of California; and
- 25% of the penalties are distributed to provide meal periods; (4) failure aggrieved employees.

Your payment represents your share of the 25% allocated to provide rest periods; (5) failure to pay wages due at termination; (6) knowing and intentional failure to comply with itemized wage statements; and (7) failure to reimburse all business expenses. Inari contends that it compensates employees in full compliance with the law. Inari denies each of the claims and contentions alleged by Plaintiff in the Lawsuit and maintains that it has fully complied with all laws and regulations. aggrieved employees.

3. What are the Terms of the Settlement?

Plaintiff and Inari reached a settlement which was reviewed and The Court has approved by the

~~Court settlement. According to Inari's employment records show that, you were employed by Inari worked in a covered position during the Settlement Period. Accordingly, you are entitled to an Your Individual Settlement PAGA Payment was calculated based on your percentage share number of pay periods worked during the Settlement Period compared to all other aggrieved employees.~~

~~**What should I do now?**~~

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 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; are 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 in this Settlement. You may immediately, and the Court has approved the terms. Simply cash or deposit your enclosed settlement check and 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 not take any further action at this time to update your mailing address, please contact:~~

Settlement Administrator:

[Name of Administrator]

[Address]

[Phone Number]

[Email]

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

Exhibit 4

Payment receipt

You paid \$600.00

to Wage and Hour Consulting on 12/16/2024

Invoice no.	012-0001
Invoice amount	\$600.00
Total	\$600.00

Status	Paid
Payment method	Credit Card
Authorization ID	MU0233078879

Thank you

Wage and Hour Consulting

+1 7192293071

daniel@wagehourco.com

[1828 K Street, L2, Sacramento, CA 95811](#)

No additional transfer fees or taxes apply.

Intuit Payments Inc (IPI) processes payments as an agent of the business. Payments processed by IPI constitutes payment to the business and satisfies your obligation to pay the business, including in connection with any dispute or case, in law or equity. Money movement services are provided by IPI pursuant to IPI's licenses (NMLS #1098819, <https://www.intuit.com/legal/licenses/payment-licenses>). IPI is located at 2700 Coast Avenue, Mountain View, CA 94043, 1-888-536-4801.

RETAINER

**Invoice Date**

6/26/2024

Invoice Number

7220476

Bill To: **Mr. Brandon Brouillette Esq.**
Crosner Legal, PC
9440 Santa Monica Blvd
Suite 301
Beverly Hills, CA 90210
US

Reference #: 1200061957 - Rep# 1

Billing Inquiries: **Nebria, Emely**
Email: **enebria@jamsadr.com**
Telephone: **949-224-4660**
Employer ID: **68-0542699**

RE: Huitron, Beatriz vs. Inari Medical Inc.Representing: **Beatriz Huitron**Neutral(s): **Hon. Gail Andler, (Ret.)**Hearing Type: **MEDIATION**

AS

Date / Time	Description	Your Share
6/25/24	Hon. Gail Andler (Ret.) Retainer for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Please review the Neutral's fee schedule regarding case management fee and cancellation policies. Supplemental retainers will be assessed as needed. Any unused portion of this retainer will be refunded at the conclusion of the case.	\$ 10,500.00

Total Billed: \$ 10,500.00**Total Payment:** \$ 0**Balance:** \$ 10,500.00

Invoice total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. Payment is due upon receipt.

[Click here to pay](#)

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

INVOICE

Wage and Hour Consulting

1828 K Street, L2

Sacramento, CA 95811

daniel@wagehourco.com

+1 (719) 229-3071

Bill to

Jamie Kathryn Serb

9440 Santa Monica Blvd.

Ste. 301

Beverly Hills, CA 90210

United States

Ship to

Jamie Kathryn Serb

9440 Santa Monica Blvd.

Ste. 301

Beverly Hills, CA 90210

United States

Invoice details

Invoice no.: 012-0001

Terms: Net 30

Invoice date: 12/13/2024

Due date: 01/12/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Wage and Hour Calculation	Mediation Analysis	6	\$100.00	\$600.00

Total

\$600.00

Ways to pay



View and pay



Checks payable to:
First Mediation Corporation
818.784.4544
www.jeffreykrivis.com

INVOICE

BILL TO
Crosner Legal, PC

INVOICE # 25233
DATE 11/20/2023

TERMS Due on receipt

CASE NAME
Huitron v. Inari Medical, Inc.

MEDIATION DATE
07/22/2024

DESCRIPTION	AMOUNT
Your Share of Mediation Services - Jeff Krivis	10,000.00

Huitron v. Inari Medical, Inc.
FMC Case #: 23-0739
Mediation Date: 07/22/2024

Payment Options:

1. Echeck or Credit Card online at:

<https://secure.lawpay.com/pages/firstmediationcorp/operating>

OR

2. Mail check to:
P.O. Box 2548
Seal Beach, CA 90740

PO Box does not accept overnight mail from Fedex or UPS. You may send via USPS
First Class, Certified or Priority mail.

If you prefer to send payment overnight via Fedex or UPS, please send to our office
address at: 16501 Ventura Blvd., Suite 400, Encino, CA 91436

BALANCE DUE

\$10,000.00

Payment Link: <https://secure.lawpay.com/pages/firstmediationcorp/operating>

Tax I.D.Number: 95-4300330

Exhibit 5