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**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

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

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

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 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
8 Defendant Inari Medical, Inc. in California as a non-exempt employee from July 18, 2022 to
9 December 13, 2024.

11 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review
12 and approve any settlement of any civil action filed pursuant to this part.” Labor Code section
13 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
14 PAGA Settlement Agreement, Amendment to the PAGA Settlement Agreement and Notice,
15 Notice of Errata, and Second Amendment to PAGA Settlement Agreement (collectively the
16 “Settlement Agreement,” and attached hereto as Exhibit 1), including the proposed PAGA
17 penalties under Labor Code section 2699(1)(2) and having considered the papers filed in
18 support of the proposed settlement and the arguments of counsel, and good cause appearing,
19 HEREBY ORDERS AS FOLLOWS:

- 20 1. The Court finds the instant Action presents a good faith dispute of the claims alleged.
- 21 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
22 the above-captioned action, as set forth in the Settlement Agreement (Exhibit 1 hereto) and each of the
23 releases and other terms, as fair, reasonable, and adequate, and further approves the form of notice to the
24 Aggrieved Employees (Exhibit 2 hereto).
- 25 3. The Court finds further that all Aggrieved Employees are deemed to release, on
26 behalf of themselves and their respective former and present representatives, agents, attorneys,
27 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
28 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in

1 the Operative Complaint and the PAGA Notice.

2 4. The Parties are directed to comply with all terms of the Settlement Agreement, and
3 Defendant is directed to make all payments required by the Settlement Agreement.

4 5. Under the Settlement Agreement, Defendant agrees to pay Three Hundred Five Thousand
5 Dollars and No Cents (\$305,000.00) (the “Gross Settlement Amount”). The Gross Settlement Amount is
6 inclusive of payments to the LWDA and Aggrieved Employees, Plaintiff’s service award, attorney’s fees
7 and costs, and settlement administration costs. No portion of the Gross Settlement Amount will revert to
8 Defendant. Plaintiff’s Counsel requests an award of attorney’s fees of \$101,666.67 and reimbursement of
9 actual litigation expenses of \$12,987.45, and Plaintiff requests a service award of \$10,000.00. Defendant
10 does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and
11 adequate, and directs the Settlement Administrator to make the following payments from the Gross
12 Settlement Amount:

13 a. \$101,666.67 for the PAGA Counsel Fee Payment to Crosner Legal, PC;
14 b. \$12,987.45 for the PAGA Counsel Litigation Expenses Payment to Crosner Legal, PC;
15 c. \$10,000.00 for PAGA Representative Payment to Plaintiff Beatriz Huitron; and
16 d. \$4,000.00 for the Administration Expenses Payment to Simpluris, Inc., which is
17 approved by the Court as the Settlement Administrator.

18 6. After deducting the foregoing payments, the estimated remainder of approximately
19 \$176,345.88 shall form the Net Settlement Amount (“NSA”). Pursuant to Labor Code section 2699(i),
20 the NSA will then be distributed 75 percent (approximately \$132,259.41) to the LWDA for the LWDA
21 PAGA Payment, and the remaining 25 percent (approximately \$44,086.47) to the Aggrieved Employees
22 on a pro rata basis for the Individual PAGA Payments, as set forth in the Settlement Agreement. The
23 Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA
24 and Aggrieved Employees, along with the Notice of PAGA Settlement (Exhibit 2 hereto), as set forth in
25 the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement.
26 Any unclaimed funds will be distributed to the California State Controller’s Unclaimed Property Fund.

27 7. The Administrator is ordered to provide Notice of Entry of Judgment to the Aggrieved
28 Employees by posting a copy of this Order and Judgment on its website for a period of no less than sixty

1 (60) days.

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

6 9. This document shall constitute a Judgment for purposes of California Rule of Court
7 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under
8 Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement,
9 construction, administration, and interpretation of the Settlement Agreement and this Judgment.

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

11
12
13 Dated: _____

Judge of the Superior Court

Exhibit 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Beatriz Huitron (“Plaintiff”) and defendant Inari Medical, Inc. (“Inari” or “Defendant”). The Agreement refers to Plaintiff and Inari collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Inari captioned Beatriz Huitron v. Inari Medical, Inc., initiated on September 25, 2023 and pending in Superior Court of the State of California, County of Orange, Case No. 30-2023-01350866-CU-OE-CXC.
- 1.2. “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees that worked either directly or via a staffing agency for Inari at any location in California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Inari’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Orange.
- 1.9. “Defense Counsel” means Amy S. Williams, Esq. and John S. Keeney, Esq. of CDF Labor Law, LLP.
- 1.10. “Effective Date” means the date when the Court enters a Judgment on its Order Approving the PAGA Settlement.

- 1.11. “Gross Settlement Amount” means \$305,000.00, which is the total amount Inari agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and the Administrator’s Expenses Payment.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Court’s approval of the settlement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “Notice of PAGA Settlement” means the letter, substantially similar to the form attached hereto as **Exhibit A**, explaining the Settlement to the Aggrieved Employees, which will accompany each settlement check.
- 1.18. “PAGA Counsel” means Zachary M. Crosner, Esq., Jamie K. Serb, Esq., and Sepideh Ardestani, Esq. of Crosner Legal, P.C., the attorneys representing the Plaintiff in the Action.
- 1.19. “PAGA Counsel Fees Payment” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action.
- 1.20. “PAGA Counsel Litigation Expenses Payment” means the amount allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.
- 1.21. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Inari for at least one day during the PAGA Period.
- 1.22. “PAGA Period” means the period from July 18, 2022 to December 13, 2024.
- 1.23. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.24. "PAGA Notice" means Plaintiff's July 18, 2023 letter to Inari and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.25. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (and the 75% to LWDA in settlement of PAGA claims.
- 1.26. "PAGA Representative" means the named Plaintiff in the Operative Complaint in the Action.
- 1.27. "PAGA Representative Payment" means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action
- 1.28. "Plaintiff" means Beatriz Huitron, the named Plaintiff in the Action.
- 1.29. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.30. "Released Parties" means: Inari and each of its former and present directors, officers, shareholders, agents, employees, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and/or affiliates.
- 1.31. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.32. "Inari" means named Defendant Inari Medical, Inc.

2. RECITALS.

- 2.1. On September 25, 2023, Plaintiff commenced this Action by filing a PAGA Complaint based on alleged violations of the California Labor Code, IWC Wage Orders and other laws and The Complaint is the operative complaint in the Action (the "Operative Complaint.") Inari denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Inari and the LWDA by sending the PAGA Notice in a letter dated July 18, 2023.
- 2.3. On December 13, 2024, the Parties participated in an all-day mediation presided over by the Honorable Judge Gail Andler, which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery Plaintiff's personnel file, a 20% sampling of time and corresponding wage records of Aggrieved Employees,

and Inari's Employee Handbooks, which included all relevant policies to the claims alleged, applicable during the PAGA Period.

- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Inari promises to pay \$305,000.00 and no more as the Gross Settlement Amount. Inari has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Inari.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: A PAGA Representative Payment to Plaintiff of not more than \$10,000.00 (in addition to any Individual PAGA Payment the Plaintiff is entitled to as an Aggrieved Employee). Inari will not oppose Plaintiff's request for a PAGA Representative Payment that does not exceed this amount. As part of the Settlement approval motion, Plaintiff and/or PAGA Counsel will request approval for PAGA Representative Payment. If the Court approves a PAGA Representative Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Payment.
 - 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$101,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$24,000.00. Inari will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. As part of the Settlement approval motion, Plaintiff and/or PAGA Counsel will request approval for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees

Payment and the PAGA Counsel Litigation Expenses Payment and holds Inari harmless, and indemnifies Inari, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$4,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: 75% of the PAGA Penalties will be allocated to the LWDA PAGA Payment and 25% of the PAGA Penalties will be allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records through December 13, 2024, Inari estimates there are 507 Aggrieved Employees who worked a total 17,708 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 20 calendar days of the Effective Date, Inari will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Inari has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Inari must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3. Funding of Gross Settlement Amount. Inari shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 business days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 business days after Inari funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The distribution of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement.
 - 4.4.3. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
 - 4.4.5. The payment of Individual PAGA Payments shall not obligate Inari to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Effective on the date when Inari fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties

as follows:

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Release by Aggrieved Employees: All Aggrieved Employees 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial

relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order Granting Approval of PAGA Settlement to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be

performed or observed by the Administrator contained in this Agreement or otherwise.

8. 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.

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. If the number of Pay Periods during the PAGA Period exceeds 17,708 by more than ten percent (10%), Inari shall have the option of increasing the Gross Settlement Amount on a pro rata basis per Pay Period exceeding the 10% increase (i.e. if the number increases by 11%, the Gross Settlement Amount shall be increased by 1% (\$3,355.00)) or electing not to proceed with the Settlement.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.2 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain approval of the Settlement and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the PAGA Representative Payment or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This

Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Inari that any of the allegations in the Operative Complaint have merit or that Inari has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Inari's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Inari reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Inari's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Inari, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Inari nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Inari in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Inari unless, prior to the Administrator's payment of all Settlement Funds, Inari makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Zachary Crosner, Esq.
zach@crosnerlegal.com
Jamie Serb, Esq.
jamie@crosnerlegal.com
Sepideh Ardestani, Esq.
sepideh@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

To Inari:

Amy S. Williams, Esq.
awilliams@cdflaborlaw.com
John S. Keeney, Esq.
jkeeney@cdflaborlaw.com
CDF Labor Law, LLP
18300 Von Karman Avenue, Suite 800
Irvine, CA 92612-1037

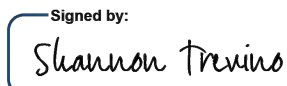
- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 05 / 16 / 2025



Plaintiff Beatriz Huitron

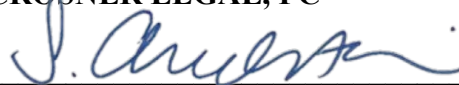
Dated: 5/14/2025

Signed by:


Shannon Trevino for:
Defendant Inari

Dated: 5/19/2025

CROSNER LEGAL, PC



Zachary Crosner, Esq.
Jamie Serb, Esq.
Sepideh Ardestani, Esq.
Attorneys for Plaintiff

Dated: 5/14/2025

CDF Labor Law. LLP



Amy S. Williams, Esq.
John S. Keeney, Esq.
Attorneys for Inari

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

You are receiving this Notice because you are entitled to money as a result of a court approved settlement in Beatriz Huitron v. Inari Medical, Inc., Orange County Superior Court, Case No. 30-2023-01350866-CU-OE-CXC (the “**Lawsuit**”).

What is this case about?

In the Lawsuit, Plaintiff Beatriz Huitron asserted representative claims against Defendant Inari Medical, Inc. on behalf of all current and former non-exempt employees that worked either directly or via a staffing agency for Inari at any location in California during the period of July 18, 2022 to 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 minimum wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure 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.

What are the terms of the Settlement?

Plaintiff and Inari reached a settlement which was reviewed and approved by the Court. Inari’s records show that you were employed by Inari in a covered position during the Settlement Period. Accordingly, you are entitled to an Individual Settlement Payment based on your percentage share of pay periods during the Period.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.

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: _____

JAMIE 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

NOTICE OF ERRATA

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

1 Plaintiff Beatriz Huitron hereby respectfully submits this Notice of Errata attaching as
2 Exhibit 1 Defendant's signatures to the Parties' Amendment to PAGA Settlement Agreement
3 (Exhibit 1 to the Supplemental Declaration of Sepideh Ardestani in Support of Motion for Approval
4 of Settlement Under Private Attorneys General Act), which was not available at the time of filing.

5
6 DATE: December 29, 2025

A handwritten signature in blue ink, appearing to read 'S. Ardestani', written over a horizontal line.

Sepideh Ardestani, Esq.
Attorney for Plaintiff, Beatriz Huitron

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

DocuSigned by:


Inari Medical, Inc.

By: Sneha Desai

Chief Legal Counsel,
Its: Global Litigation and Employment

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 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 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 comuniquen 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

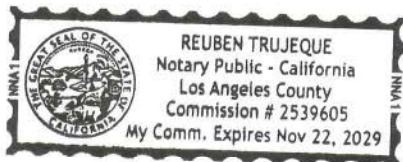
GOVERNMENT CODE § 8202

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.



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- 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.
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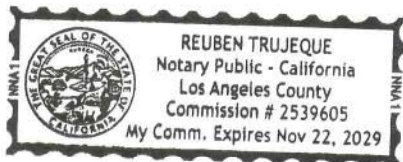
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State of California

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

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