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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, Second Amendment to the PAGA Settlement Agreement and Notice, and
16 Second Notice of Errata (collectively the “Settlement Agreement,” and attached hereto as
17 Exhibit 1), including the proposed PAGA penalties under Labor Code section 2699(1)(2) and
18 having considered the papers filed in support of the proposed settlement and the arguments of
19 counsel, and good cause appearing, 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
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13 Dated: _____

Judge of the Superior Court