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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JOSE NAVARRO, an individual on behalf of
himself and all others similarly situated,

Plaintiff,

v.

BETA BIONICS, INC., a Massachusetts
corporation; and DOES 1 to 50, inclusive,

Defendants.

CLASS ACTION

Case No.: 30-2024-01392520-CU-OE-CXC

Assigned for all purposes to:
Honorable Melissa R. McCormick

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Information:
Date: February 5, 2026
Time: 2:00 p.m.
Department CX105

Reservation Number: 74730487

Action filed: April 8, 2024
FAC filed: October 22, 2024

On February 5, 2026, at 2:00 p.m. in Department CX105 of the Orange Superior Court located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, Plaintiff Jose Navarro's ("Plaintiff") Motion for Approval of Class Action and PAGA Settlement ("Settlement Agreement") entered into by and between Plaintiff, on behalf of himself, the State of California, and all aggrieved employees ("Aggrieved Employees"), and Defendant Beta Bionics, Inc. ("Defendant") (Plaintiff and Defendant collectively referred to herein as "the Parties"), came before the Court for hearing. Plaintiff appeared via his counsel ("Class Counsel") and counsel also appeared for Defendant. There were no other appearances and no objections to the Motion. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein will have the same meaning as in this Order. The Court, having considered the Settlement Agreement and the Amendment to the Class Action and PAGA Settlement Agreement ("Amendment") (collectively referred to herein as "Settlement Agreement" and attached as **Exhibit 1** to the Exhibit List to this Order), the proposed Notice of Class Action Settlement ("Class Notice") which is attached as Exhibit A to the Settlement Agreement and as **Exhibit 2** to the Exhibit List to this Order, the submissions of counsel, and all other papers filed in this litigation, hereby makes the following findings:

1. The Court finds on a preliminary basis that the proposed Settlement falls within the range of reasonableness, and the terms of Settlement, as set forth in the Settlement Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet the requirements for preliminary approval, subject only to any objections that may be raised before or at the Final Fairness and Approval Hearing. It appears to the Court that the Settlement's terms are fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation, given the risks relating to liability and damages. It further appears that extensive investigation and research have been conducted such that counsel for the Parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the Settlement at this time would avoid substantial additional costs by all Parties, as well as the delay and risks that would be presented by the further prosecution of the Action. It appears the Settlement has been reached as a result of

intensive, arm's-length negotiations utilizing an experienced third-party neutral.

2. The Court further finds, for settlement purposes only, that the requirements of California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class described in the Motion for Preliminary Approval and Settlement Agreement:

“A person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period,” which is April 8, 2020, through August 10, 2025. (Exhibit 1, Settlement Agreement ¶¶ 1.5, 1.12.)

3. The Court further finds the PAGA settlement described in the Motion for Preliminary Approval and Settlement Agreement is fair, adequate and reasonable, and approved the following representative group of employees as governed by the Settlement Agreement with respect to the representative PAGA claim:

“A person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA Period. (Exhibit 1, Settlement Agreement ¶ 1.4.) “PAGA Period” means the period from April 8, 2023, through August 10, 2025. (Exhibit 1, Settlement Agreement ¶ 1.31.)

4. The Court further finds that the moving papers presented for the Court's review set forth a plan to provide proper notice to the Class of the terms of the Settlement and the options available to the Class, including the ability of the Class Members to opt-out or submit a Request for Exclusion to the Settlement and not be bound by the Settlement Agreement or receive any Individual Class Payment under it; to object to the terms of the Settlement; or to do nothing and receive an Individual Class Payment and be bound by the terms of the Settlement. Plaintiff has submitted to the Court a proposed Class Notice.

As a result, for good cause appearing, **IT IS HEREBY ORDERED:**

1. The Court hereby preliminarily approves the proposed Settlement upon the terms, conditions, and all release language set forth in the Settlement Agreement.

2. The Court preliminarily finds, for settlement purposes only, that the Class meets (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because,

1 in the absence of class certification and settlement, each individual Class Member would have to
2 litigate core common issues of law and fact, all relating to Defendant's alleged wage-and-hour
3 violations asserted in the action; (iii) the typicality requirement because Plaintiff and Class
4 Members' claims all arise from the same alleged events and course of conduct, and are based on
5 the same legal theories; and (iv) the adequacy of representation requirement because Plaintiff
6 have the same interests as all members of the Class, and they are represented by experienced
7 and competent counsel. The Court further finds, preliminarily and for settlement purposes only,
8 that common issues predominate over individual issues in this litigation and that class treatment
9 is superior to the other means of resolving this dispute.

10 3. For the purposes of this Settlement, Emil Davtyan, David Yeremian, Natalie
11 Haritounian, Enoch J. Kim, Matthew Carraher, and Antonia McKee, and all lawyers affiliated
12 with this firm ("Class Counsel") are hereby preliminarily appointed as Class Counsel and shall
13 represent the Class Members in this Action.

14 4. For the purposes of this Settlement, Plaintiff Jose Navarro is hereby preliminarily
15 appointed as the Class Representative for the Class.

16 5. The Court preliminarily approves Phoenix Class Action ("Phoenix") as the
17 Administrator. The procedures for paying the Administration Expense Payment, as set forth in
18 the Settlement Agreement, are approved. Phoenix is directed to perform all responsibilities of
19 the Administrator as set forth in the Settlement Agreement.

20 6. The Court hereby approves, as to form and content, the Class Notice, attached as
21 **Exhibit A** to the Settlement Agreement, which is attached as **Exhibit 1** to the Exhibit List. The
22 Court finds that the dates and procedure for mailing and distributing the Notice in the manner
23 set forth in Paragraph 7 of this Order meet the requirements of due process and are the best
24 notice practicable under the circumstances and shall constitute due and sufficient notice to all
25 persons entitled thereto. The Class Notice advises the Class of the material terms and provisions
26 of the Settlement, the procedure for approval thereof, and their rights with respect thereto. The
27 Court approves the procedures set forth in the Settlement Agreement for Class Members to
28 participate in, opt out of, and object to the Settlement as set forth in the Class Notice.

1 7. The Court directs the mailing of the Court-approved Notice via first class mail to
2 the Class Members in accordance with the schedule and procedures set forth in the Settlement
3 Agreement.

- 4 a. Not later than fifteen (15) calendar days of the date of preliminary approval
5 of this Settlement, Defendant shall provide to the Administrator the Class
6 Data; and
- 7 b. Within fourteen (14) calendar days of receiving the Class Data from
8 Defendant the Administrator shall mail by First-Class United States mail the
9 Notice to each Class Member. The Administrator shall conduct a National
10 Change of Address database search before mailing and will also use the most
11 recent address available to the Administrator for mail delivery. Any returned
12 mail with a forwarding address from the U.S. Postal Service shall be
13 promptly re-mailed to the new address. The Administrator shall perform a
14 skip trace search for a new address for any returned mail without a
15 forwarding address.

16 8. Each Class Member who wishes to be excluded from the Class portion of the
17 Settlement must submit a written request to be excluded from the Class portion of the
18 Settlement by the deadline set forth in the Class Notice. Any Class Member who does not
19 submit a timely request to be excluded from the Class portion of the Settlement consistent with
20 the terms of the Settlement Agreement (“Participating Class Member”) shall be bound by the
21 terms of the Settlement Agreement.

22 9. Only Participating Class Members may object to the Class portion of the
23 Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the
24 awards of attorneys’ fees and costs to Class Counsel, Administration Expenses Payment, and/or
25 Class Representative Enhancement Award. Participating Class Members may send written
26 objections to the Settlement Administrator, by mail, email, or fax, by the deadline set forth in
27 the Class Notice. Participating Class Members may also appear in Court (or hire an attorney to
28 appear in Court at their own expense) to present verbal objections at the Final Approval

Hearing.

10. The Court preliminarily approves the following payments from the Gross Settlement Amount, all subject to the Court's final approval of the Settlement at the Final Approval Hearing:

Attorneys' Fees	\$66,666.67 (1/3 of the Gross Settlement Amount)
Litigation Expenses	Up to \$25,000.00 as verified by Class Counsel and approved by the Court
Settlement Administrator Costs	Not to exceed \$6,850.00
Class Representative Service Award	\$5,000.00 to Plaintiff Jose Navarro
PAGA Penalties:	\$20,000.00 (\$15,000 to LWDA; \$5,000 to Aggrieved Employees)

12. A Final Approval Hearing (the "Hearing") shall be held on June 11, 2026, at 2:00 p.m. before the Honorable Melissa R. McCormick in Department CX105 of the Orange County Superior Court. The purpose of such Hearing will be to: (a) determine whether the proposed Settlement should be finally approved by the Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel's request for attorneys' fees and costs and amount to be awarded; (c) determine the reasonableness of the Class Representative's Service Award requested for the Class Representative and amount to be awarded; and (d) order entry of Judgment in the Class Action.

13. Class Counsel shall file and serve all papers in support of the Motion for Final Approval and any application for reimbursement of attorneys' fees and costs, including any costs associated with or incurred by the Administrator, at least sixteen (16) court days before the Final Approval Hearing.

14. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further

1 applications arising out of or connected with the proposed Settlement. However, Class Counsel
2 or the Administrator will give notice to any objecting party of any continuance of the Final
3 Approval Hearing.

4 15. All further proceedings in this Action shall be stayed except such proceedings
5 necessary to review, approve, and implement this Settlement.

6 16. In the event: (i) the Court does not finally approve the Settlement as
7 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order
8 as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence
9 of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the
10 Settlement does not become final for any other reason, the Settlement and any related Class
11 shall be null and void and any order or judgment entered by this Court in furtherance of the
12 Settlement shall be deemed as void from the beginning. In such a case, the Parties and any
13 funds to be awarded under this Settlement shall be returned to their respective statuses as of the
14 date and time immediately prior to the execution of the Settlement, and the Parties shall proceed
15 in all respects as if no Class had been certified and the Settlement Agreement had not been
16 executed.

17 17. Neither the Settlement, preliminarily approved or not, nor any exhibit, document
18 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection
19 with the negotiation, execution or implementation of the Settlement, shall be admissible in
20 evidence for any reason except as provided in the Settlement Agreement and all amendments
21 thereto. The Court has made no findings on the merits, and the Defendant has denied the
22 allegations in the operative complaint.

23 18. The Court hereby preliminarily approves the PAGA portion of the settlement.

24 19. The Court finds that all required notifications and submissions to the California
25 Labor and Workforce Development Agency ("LWDA") about the Settlement Agreement and
26 Motion have been made by Plaintiff in the time and manner specified under PAGA.

27 20. The Court hereby orders the Parties and the Administrator to carry out their
28 duties and obligations in accordance with the terms of the Settlement Agreement.

1 **IT IS SO ORDERED.**

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3 Dated: _____, 2025

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5 Honorable Melissa R. McCormick
6 Judge of the Superior Court
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