

D.LAW, INC.

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Attorneys for Plaintiff JOSE NAVARRO,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

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

Plaintiff,

vs.

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:

Hon. Melissa R. McCormick

Dept.: CX105

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT;
FINAL JUDGMENT**

Final Approval Hearing:

Date: October 22, 2026

Time: 2:00 p.m.

Dept: CX105

Complaint Filed: April 8, 2024

First Amended Complaint: October 22, 2024

Trial Date: None Set

ORDER

Plaintiff Jose Navarro (“Plaintiff”), on behalf of himself and other similarly situated employees of Defendant Beta Bionic (“Defendant”) (collectively, “the Parties”), filed a Motion for Final Approval of Class Action and PAGA Settlement Agreement (“Motion”). The Motion was set for hearing on October 22, 2026, at 2:00 p.m. in Department CX105 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA, 92701. The Court, having considered the Class Action and PAGA Settlement Agreement and the Amendments thereto (“Settlement Agreement” or “Settlement,” which is attached as **Exhibit 1** to the Declaration of Enoch J. Kim in Support of the Motion), the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Notice,” which is attached as **Exhibit A** to the Settlement Agreement), all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Final Approval Order incorporates the Settlement Agreement. Unless otherwise provided, all capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement Agreement, the Class consists of a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period.

3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Settlement, the Court has jurisdiction over the subject matter of this proceeding and over all parties to this proceeding, including all Class Members. In addition, the Court has personal jurisdiction over all Class Members with respect to the Action and the Settlement.

4. Distribution of the Notice directed to the Class Members, as set forth in the Settlement Agreement, has been completed in conformity with the Court’s June 22, 2026, Order Granting Preliminary Approval of Settlement (“Preliminary Approval Order”), including

1 individual notice to all Class Members who could be identified through reasonable effort, and
2 was the best notice practicable under the circumstances. The Notice provided due and adequate
3 notice of the proceedings and of the matters set forth in the Preliminary Approval Order,
4 including the proposed Settlement as set forth in the Settlement Agreement and fully satisfied the
5 requirements of California law, the California and United States Constitutions (including the Due
6 Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of
7 Court rule 3.766, and any other applicable law. The Notice also provided due and adequate
8 notice to Class Members of their right to exclude themselves from the Settlement, as well as their
9 right to object to the proposed Settlement.

10 5. For the reasons set forth in the Preliminary Approval Order and in the transcript
11 of the proceedings of the preliminary approval hearing, which are adopted and incorporated by
12 reference, the Court finds the Settlement was entered into in good faith and further finds that the
13 Settlement is fair, reasonable, and adequate, and in the best interests of the Class Members.
14 Plaintiff has satisfied the standards and applicable requirements for final approval of this class
15 action Settlement under California law, including the provisions of California Code of Civil
16 Procedure section 382, California Rule of Court 3.769, and Federal Rule of Civil Procedure 23,
17 approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821
18 (1971).

19 6. The Court approves the Settlement as set forth in the Settlement Agreement and
20 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
21 to effectuate the Settlement according to the terms outlined in the Settlement Agreement. The
22 Court finds that the Settlement was reached as a result of intensive, serious, and non-collusive
23 arms-length negotiations. In granting final approval of the Settlement Agreement, the Court
24 considered the nature of the claims, the amounts and kinds of benefits paid in settlement, the
25 allocation of settlement proceeds among the Participating Class Members, and the fact that a
26 settlement represents a compromise of the Parties' respective positions rather than the result of a
27 finding of liability at trial. Additionally, the Court finds that the terms of the Settlement
28 Agreement had no obvious deficiencies and did not improperly grant preferential treatment to

any individual Class Member. Accordingly, the Court finds that the Settlement Agreement was entered into in good faith.

7. As of the date Defendant fund the Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, all Participating Class Members and all Aggrieved Employees shall be bound by the releases set forth in the Settlement Agreement.

8. No Class Member has opted out from the Settlement; therefore, 100% of Class Members are Participating Class Members.

9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Final Approval Order a finding of the validity of any claims in the Action, or of any wrongdoing by Defendant or any of the other Released Parties.

10. The Court confirms D.Law, Inc. as Class Counsel and finds that Class Counsel has adequately represented the Class for purposes of entering into and implementing the Settlement.

11. The Court finds the \$200,000.00 Gross Settlement Amount provided for under the Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the following deductions from the Gross Settlement Amount: (1) \$60,000.00 for attorneys' fees to Class Counsel; (2) \$20,292.55 for attorneys' litigation expenses to Class Counsel; (3) Class Representative Enhancement Award of \$5,000.00 to Plaintiff Jose Navarro; (4) PAGA Penalties of \$20,000.00 for claims asserted under California's Private Attorneys General Act ("PAGA"), of which 75% will be payable to the California Labor and Workforce Development Agency ("LWDA") and 25% will be payable to the Aggrieved Employees on a *pro rata* basis; and (5) \$5,850.00 for Administrator Expenses to Phoenix Class Action Administration ("Phoenix").

12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument set forth in Class Counsel's application, an award of attorneys' fees in the amount of

1 \$60,000.00 and for costs and expenses in the amount of \$20,292.55 as final payment for and
2 complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
3 Counsel is hereby granted. The Court finds that Class Counsel's request falls within the range of
4 reasonableness and that the result achieved justifies the award and that the requested expenses
5 were reasonably incurred. The payment of attorneys' fees and costs to Class Counsel shall be
6 made from the Gross Settlement Amount in accordance with the terms of the Settlement
7 Agreement.

8 13. It is ordered that Class Representative Enhancement Award of \$5,000.00 to
9 Plaintiff is fair and reasonable for his service to the Class.

10 14. The Court further approves the payment of \$5,850.00 to Phoenix to cover the
11 costs of administration as provided for in the Settlement Agreement. The payment authorized by
12 this paragraph shall be made in accordance with the terms of the Settlement Agreement.

13 15. The Court also approves the PAGA Penalties payment of \$20,000.00 for claims
14 asserted under PAGA, with 75% (\$15,000.00) payable to the LWDA and the other 25%
15 (\$5,000.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the
16 Settlement Agreement). The PAGA Penalties payment shall be made from the Gross Settlement
17 Amount in accordance with the terms of the Settlement Agreement.

18 16. The Court finds the settlement payments from the Net Settlement Amount
19 provided for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court
20 approves and orders the calculations and the payments to be made and administered to the
21 Participating Class Members in accordance with the terms of the Settlement Agreement. It is
22 also ordered that, 180 days after the date of distribution of Individual Class Payments and
23 Individual PAGA Payments to the Class, all funds from any uncashed checks remaining in the
24 Net Settlement Amount shall be distributed to the Controller of the State of California to be held
25 pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, for the benefit of
26 those Participating Class Members who did not cash their checks until such time that they claim
27 their property.

28 17. The Court shall examine the final accounting at a Compliance Hearing set on June

1 7, 2026; June 9, 2026; June 11, 2026; or June 14, 2026. The final accounting status report must
2 be filed at least nine (9) court days prior to the Compliance Hearing.

3 18. Defendant shall not be required to pay any additional amounts in connection with
4 the Settlement other than those amounts specifically set forth in the Settlement Agreement.

5 19. Without affecting the finality of the Settlement, this Order, or Final Judgment,
6 this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing
7 jurisdiction over the above-captioned action and the Parties, including all Participating Class
8 Members, relating to the Action and the administration, consummation, enforcement and
9 interpretation of the Settlement Agreement, this Final Approval Order, and for any other
10 necessary purpose.

11 20. The final order shall constitute the final judgment. The Administrator will post a
12 copy of this final approval order and judgment on its website for 180 days.

13 **IT IS SO ORDERED.**

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15 Dated: _____, 2026

16 Melissa R. McCormick
17 Judge of the Superior Court
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