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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

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

*[Filed concurrently with Notice of Motion;
Memorandum of Points and Authorities;
Declaration of Yesenia Henriquez; and
[Proposed] Order and 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

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1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Courts for the Central, Southern, Eastern and Northern Districts of California. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

3. This Declaration is offered in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Motion").

4. On April 8, 2024, Plaintiff Jose Navarro commenced a class action by filing a Complaint alleging causes of action against Defendant for (1) failing to pay minimum wages; (2) failing to pay overtime under Labor Code § 510; (3) failing to pay vacation wages; (4) failing to comply with Labor Code §§ 245 et seq. and 246; (5) meal period liability under Labor Code § 226.7; (6) rest-break liability under Labor Code § 226.7; (7) failing to provide accurate wage statements under Labor Code § 226(a); (8) failing to maintain records under Labor Code §§ 1174 and 1174.5; (9) failing to timely pay wages upon termination under Labor Code § 203; (10) violation of Labor Code § 201.3; (11) failing to reimburse necessary business expenses under Labor Code § 2802; and (12) violation of Business & Professions Code § 17200 *et seq.* (the “Class Action”). On April 8, 2024, pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Navarro gave timely written notice to Defendant and the Labor & Workforce Development Agency (“LWDA”).

6. On June 22, 2026, this Court entered an Order Granting Preliminary Approval of Settlement (“Preliminary Approval Order”). On July 2, 2026, Defendant timely provided the

1 Class List to the Administrator, and the Administrator confirmed that the escalator clause was
2 not triggered. (Declaration of Yesenia Henriquez of Phoenix Class Action Administration, filed
3 concurrently herewith (“Henriquez Decl.”), ¶ 11.))

4 7. The Settlement is the product of extensive arm’s-length negotiations between the
5 Parties. The Parties are represented by experienced class action attorneys. In order to reach the
6 Settlement, the Parties debated and discussed many difficult legal and factual issues. Moreover,
7 during the process, the Parties were required to make reasonable compromises in light of the
8 facts, issues, and risks presented in this Action. Class Counsel considered the uncertainty and
9 risks of further litigation, and the difficulties inherent in such litigation. Class Counsel also
10 considered the burdens of proof necessary to establish liability against Defendant and
11 Defendant’s defenses, the length and complexity of the trial itself, and the risks of further delays
12 and expenses arising from possible appeals. Defendant contends that the Class would not be able
13 to establish its entitlement to the full extent of the relief it is seeking and promised to mount a
14 vigorous defense. On the other hand, Plaintiff believes that there is ample evidence to support the
15 class allegations. Assessment of all these factors indicated that the best interests of Class
16 Members would be served by a settlement of this Action in the manner and upon the terms set
17 forth in the Parties’ Class Action and PAGA Settlement Agreement, Amended Class Action and
18 PAGA Settlement Agreement, and Seconded Amended Class Action and PAGA Settlement
19 Agreement (the “Settlement Agreement” or “Settlement”). Attached hereto as **Exhibit 1** is the
20 Class Action and PAGA Settlement Agreement along with the Amendments thereto and the
21 Class Notice is thereto attached as **Exhibit A**.

22 8. To reiterate, under the terms of the proposed Settlement, the amount available for
23 distribution to Class Members who do not opt-out of the Settlement is \$200,000.00 less the
24 following deductions: (1) a Class Counsel Fees award of \$60,000.00 to Class Counsel for
25 attorneys’ fees; (2) a Class Counsel Litigation Expenses award of \$20,292.55 for reimbursement
26 of actual costs incurred (which is lower than the not to exceed amount of \$25,000.00 Class
27 Counsel estimated for the Settlement Agreement); (3) up to \$5,000.00 to Plaintiff as the Class
28 Representative Enhancement Award; (4) up to \$5,850.00 for Administration Expenses to

Phoenix Class Action Administration (“Phoenix”); and (5) the 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 LWDA and 25% will be payable to the PAGA Employees on a *pro rata* basis.

9. From my experience in wage and hour litigation, the present Settlement has resulted in a substantial benefit to Class Members. In fact, the highest Individual Settlement Payment to a Class Member is currently estimated to be approximately \$3,317.02, the average Individual Settlement Payment is currently estimated to be approximately \$713.14, and the lowest Individual Settlement Payment is currently estimated to be approximately \$11.89. (Henriquez Decl., ¶13.)¹

SETTLEMENT ADMINISTRATION

10. After the Court entered the June 22, 2026, Preliminary Approval Order, and after performing a National Change of Address search, Phoenix sent the Notice to all 118 Class Members and Aggrieved Employees last-known mailing addresses using U.S. First Class Mail, and made significant efforts to locate Class Members, including performing skip traces on those employees who could not be located. (Henriquez Decl., ¶ 5).

11. Of the 118 Class Members and Aggrieved Employees who were sent the Notice, Phoenix received zero returned Notices as undeliverable. (*Id.* at ¶ 6.)

12. Notices were distributed in accordance with the Court’s Preliminary Approval Order, and the response was excellent. Here, the deadline for submitting a Request for Exclusion from the Settlement, disputing the number of Workweeks, and objecting to the Settlement was September 25, 2026. (Henriquez Decl., ¶¶ 7-9). As of the deadline, **zero Class Members objected** to the Settlement, **zero Class Members disputed** their number of Workweeks, and **zero Class Members opted out** of the Settlement. (*Id.* at ¶¶ 7-9)

13. The fact that there was a 100% participation rate indicates that the persons most affected by Defendant’s alleged practices and who stand to benefit most from the Settlement agree that this is an outstanding result and a strong indication that the Settlement is fair and adequate, and that Class Members found it to be so.

¹ These calculations are based on Class Counsels’ estimated costs of \$25,000.00.

1 14. Phoenix requests an Administration Expenses Payment of \$5,850.00. (*Id.* at
2 ¶16.)

3 **REQUEST FOR ATTORNEYS' FEES AND LITIGATION EXPENSES**

4 15. The preliminarily approved Settlement calls for the payment of up to \$60,000.00
5 in attorneys' fees, plus up to \$25,000.00 of Class Counsel's litigation expenses (Class Counsel's
6 actual costs in this matter are \$20,292.55, which is less than the allocated amount in the
7 Settlement Agreement). This request is fair, reasonable, and adequate to compensate Class
8 Counsel for the substantial work they have put into this case and the risk they assumed by taking
9 it in the first place. The attorneys' fees award is intended to reimburse Class Counsel for all
10 uncompensated work that they have already done and for all the work they will continue to do in
11 carrying out and overseeing the administration of the Settlement. The contemporaneous time
12 records of D.Law, Inc. are attached as **Exhibit 2**.

13 **The Lodestar Method**

14 16. Class Counsel's lodestar calculation supports the requested attorneys' fees. The
15 lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline
16 guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each
17 attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a
18 reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the
19 geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13
20 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors:
21 (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3)
22 the extent to which the nature of the litigation precluded other employment by the attorneys, and
23 (4) the contingent nature of the fee award, based on the uncertainty of prevailing on the merits
24 and of establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

25 17. Class Counsel charges rates in line with the prevailing market rates in the Los
26 Angeles area for attorneys of comparable experience and skill handling complex litigation. Aside
27 from being warranted by our skill, experience and ability, Class Counsel's rates that were used in
28 application of the lodestar cross check in this case are supported by the Laffey Matrix attached

hereto as **Exhibit 3** and the adjustments thereto based on locality, years of experience, and position within the firm.²

18. California Courts have applied the Laffey Matrix with adjustments to the specific California locality where the Counsel's office is located based on "Locality Pay Tables." (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on Laffey Matrix with upward 9 percent rate adjustment from D.C. area compared to San Francisco Bay Area based on Locality Pay Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using Laffey Matrix with upward adjustment of 9 percent for San Francisco based on difference between D.C. Area's +15.98 locality pay compared to San Francisco's +26.39 percent locality pay differential from the federal courts' "Judiciary Salary Plan Pay Tables."].)

19. I have knowledge about the hourly rates charged by Los Angeles attorneys and paralegals. Based on the information I have, I believe that their stated hourly rates are reasonable and appropriate for Los Angeles attorneys and paralegals with comparable expertise, experience, and qualifications.

20. Working closely with the other attorneys and paralegals in my firm, including on motions for attorneys' fees, I am aware of the experience and achievements of the counsel involved in this matter as well as the rates which would be charged if our work was on an hourly basis. Based on this information, I believe that my rate and the rates of the attorneys and paralegals in my firm are reasonable, appropriate, and consistent with the market rate for attorneys with comparable expertise, experience, and qualifications in Los Angeles.

21. I am Senior Counsel at D.Law. I was admitted to the California Bar in December 2008. I received my J.D. from Pepperdine University School of Law and B.S. from University of Southern California. Since graduating from law school, I have dedicated virtually my entire

² The lodestar crosscheck yields a modest multiplier when rates from the Los Angeles locality adjusted Laffey Matrix are used. The hourly rates found in the 2025-2026 adjusted Laffey Matrix focus on the costs of legal services within the Washington-Baltimore-Arlington area and therefore adjustments based on differences in cost of legal services in different localities allows for better assessment of reasonableness. Therefore, an averaged adjustment rate of .025 to the Laffey Matrix provides a satisfactory adjustment to the Laffey Matrix to adjust for locally prevalent rates of pay in Los Angeles.

1 career on the practice of employment law. I have practiced employment law from the plaintiff's
2 side, defense side, and from an in-house position. I have significant experience specifically
3 working on wage and hour class and PAGA actions from the plaintiff's side as well as the
4 defense side, with the majority of my experience coming from the plaintiff's side. Given my
5 experience and the focus of my practice in a highly specialized area of law, my rate is \$1,350 per
6 hour. Throughout the course of this litigation, I have spent approximately 32.4 hours on this
7 matter. My lodestar for my hours spent on this case amounts to approximately \$43,740.00 (32.4
8 x \$1,350.00 = \$43,740.00).

9 22. Senior Counsel Natalie Haritoonian received her Bachelor of Arts in political
10 science from the University of California, Los Angeles, in 2014. She then earned her Juris
11 Doctorate from the University of Southern California, Gould School of Law in May of 2018.
12 Upon graduating from law school, she has exclusively focused her practice on representing
13 employees including in wage-and-hour class actions. She is experienced and qualified to
14 evaluate the class and representative claims, having obtained six and seven figure settlements
15 against a range of defendants, having been appointed as class counsel for dozens of other
16 putative wage-and-hour class-action lawsuits pending in various state and federal jurisdictions
17 throughout California. She is experienced and qualified to evaluate settlement versus trial on a
18 fully informed basis, and to evaluate the viability of the defenses. Throughout the course of this
19 litigation, attorney Natalie Haritoonian estimates she has spent at least 19 hours litigating this
20 matter. Accordingly, Ms. Haritoonian's unadjusted lodestar in this matter is \$18,848.00 (19 x
21 \$992.00 = \$18,848.00).

22 23. Associate Attorney Bradford Smith graduated from the University of California,
23 Irvine with a Bachelor of Arts in History and received his Juris Doctor from Loyola Law School,
24 Los Angeles in 2022. He was admitted to practice law in the State of California in 2022. Before
25 joining D.Law, Inc., he worked at a law firm specializing in insurance defense litigation. Since
26 2023, his focus has been on wage and hour class action litigation and settlements. Given his
27 years of experience and the focus of his practice in a highly specialized area of law, his current
28 hourly rate is \$625 per hour. Throughout the course of this litigation, attorney Bradford Smith

1 estimates he has spent at least 13.7 hours litigating this matter. Accordingly, Mr. Smith's lodestar
2 in this matter is \$8,562.50 ($13.7 \times \$625.00 = \$8,562.50$).

3 24. Associate Attorney Antonia McKee received her bachelor's degree from the
4 University of California, Davis in 2014, and her Juris Doctorate degree from Southwestern Law
5 School, accelerated SCALE program, in 2021. Since starting her professional career, she has
6 focused on plaintiff's side employment law and has been appointed as class and PAGA counsel
7 in other wage and hour settlements in California state court. Given her years of experience and
8 the focus of her practice in a highly specialized area of law, her current hourly rate is \$688 per
9 hour. Throughout the course of this litigation, Antonia McKee estimates she has spent at least
10 42.5 hours litigating this matter. Accordingly, Ms. McKee's lodestar in this matter is \$29,240.00
11 ($42.5 \times \$688.00 = \$29,240.00$).

12 25. Associate Attorney Matthew Carraher earned his bachelor's degree from Loyola
13 Marymount University and his Juris Doctorate from Loyola Law School. He was admitted to the
14 California Bar in December 2022 and has devoted the majority of his legal career to the practice
15 of employment law. He has been appointed as class counsel for many class and representative
16 action settlements in California state court involving the gamut of wage-and-hour claims,
17 including claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay
18 statements, failure to pay timely wages, and failure to reimburse necessary business expenses -
19 similar to claims at issue in the present matter. Throughout the course of this litigation, attorney
20 Matthew Carraher estimates he has spent at least 41 hours litigating this matter. Accordingly,
21 Mr. Carraher's unadjusted lodestar in this matter is \$25,625.00 ($41 \times \$625.00 = \$25,625.00$).

22 26. Associate Attorney Jonas Agle graduated from the University of California, Santa
23 Barbara, in 2018, and from the University of California, Irvine School of Law in 2023. Since
24 graduating law school, he has devoted his practice to representing employees in all aspects of
25 California state and federal labor and employment litigation, including complex class actions,
26 and representative actions in wage and hour claims. Throughout the course of this litigation,
27 attorney Jonas Agle estimates he has spent at least 1.1 hours litigating this matter. Accordingly,
28 Mr. Agle's unadjusted lodestar in this matter is \$671.00 ($1.1 \times \$610.00 = \671.00).

27. I have also reviewed the files and billable records for former Associate Attorney Samantha Smith. Ms. Smith graduated from the University of California, Davis in 1999 with a Bachelor of Arts degree in Political Science with an emphasis in Public Service. She earned her Juris Doctor degree from the University of California, Hastings, now known as the University of California, College of Law, San Francisco, in 2003. Since graduating law school, Ms. Smith's practice has been focused primarily on complex class action litigation, with an emphasis on consumer and wage-and-hour class actions. Throughout the course of this litigation, Samantha Smith estimated she spent at least 13 hours litigating this matter. Accordingly, Ms. Smith's unadjusted lodestar in this matter is \$19,136.00 (13 x \$1,472.00 = \$19,136.00). The below table summarizes Class Counsel's total hours, billables, and costs:

Attorney/Paralegal Firm	Total Hours	Total Billables	Costs
Enoch Kim (D.Law Attorney)	32.4	\$43,740.00	\$1,350.00
Natalie Haritoonian (D.Law Attorney)	19	\$18,848.00	\$992.00
Bradford Smith (D.Law Attorney)	13.7	\$8,562.50	\$625.00
Antonia Bliznets (D.Law Attorney)	42.5	\$29,240.00	\$688.00
Mathew Carraher (D.Law Attorney)	41	\$25,625.00	\$625.00
Jonas Agle (D.Law Attorney)	1.1	\$671.00	\$610.00
Samantha Smith (Former D.Law Attorney)	13	\$19,136.00	\$1,472.00
Totals	162.7	\$145,822.50	

28. Multiplying the total hours billed by Class Counsel to the litigation by their

1 reasonable hourly rates yields a combined lodestar of \$145,822.50, which results in a negative
2 multiplier.

3 29. Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers
4 of between 5 and 10, or higher, are applied. *See, e.g., Wilson v. Bank of Am. Natl. Trust & Savs.*
5 *Assn.*, No. 643872 (Cal. Sup. Ct., Aug. 16, 1982) (multiplier of 10); *Glendora Comm. Redev. Agency*
6 *v. Demeter* (1984) 155 Cal.App.3d 456, 465 (affirming multiplier of 12 and expressly rejecting the
7 argument that fee was either exorbitant or unconscionable). Here, the negative multiplier strongly
8 supports the reasonableness of the requested fee amount.

9 30. As for the *Serrano* factors, all militate in favor of the requested fee award. This
10 case raised a number of contested issues, and Class Counsel exhibited skill and creativity in
11 prosecuting and presenting them. Chief among these was the law relating to meal and rest
12 periods, and failure to pay class members wages for off-the-clock work and final wages.

13 31. This case was not straightforward. Class Counsel had to spend time researching
14 and analyzing each of these claims and issues in order to adequately assess the liability of
15 Defendant. Class Counsel then had to develop the evidence necessary through informal
16 discovery to establish Defendant's liability. This was done through carefully sifting through
17 hundreds of pages of documents. Class Counsel have devoted a substantial amount of time on
18 this case, including but not limited to researching various legal issues prior to and after filing this
19 Action; drafting and reviewing pleadings; conducting informal discovery; meeting and
20 conferring with defense counsel; preparing for class certification; reviewing and analyzing the
21 documents produced by Defendant; regularly communicating with Plaintiff; preparing for and
22 attending mediation; negotiating and finalizing the Settlement Agreement, including several
23 revisions thereof; drafting documents for preliminary and final approval, including documents
24 for the administration of the Settlement; and coordinating and overseeing the administration of
25 the Settlement.

26 32. In sum, Class Counsel had to come up with creative approaches to these issues in
27 litigating the case and, ultimately, negotiating and crafting the Settlement. To this end, Class
28 Counsel has devoted a tremendous amount of time and energy. As shown in Paragraphs 27 and

1 28 above, Class Counsel have spent a substantial number of hours working on this case. This
2 time commitment was necessary in order to research, construct, and prosecute viable legal claims
3 in the face of stiff opposition, but it has come at a cost. In particular, the time Class Counsel have
4 devoted to this case has prevented them from investing that time in other cases that might have
5 settled during the pendency of this litigation and yielded significant attorneys' fees. Despite these
6 considerations, Class Counsel zealously represented Plaintiff and the Class and have obtained a
7 favorable result.

8 33. Such is not always the case. Indeed, Class Counsel has invested time and money
9 into numerous other cases, including class actions, that have fizzled for one reason or another,
10 leaving Class Counsel completely without any compensation for their effort. Here, Class Counsel
11 has achieved a beneficial settlement for the Class, but this was by no means a foregone
12 conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with
13 which they were presented along the way. Nor could class certification be guaranteed. In
14 addition, Defendant could have exerted pressure on Plaintiff to dismiss his claims by offering
15 them each an individual settlement, an experience with which Class Counsel are not unfamiliar.
16 However, Class Counsel was able to navigate the shoals of unpredictability to achieve a
17 desirable result, and they have done so without receiving any compensation to speak of thus far
18 because they took this case on a contingency-fee basis.

19 34. From the foregoing analysis, Class Counsel's requested attorneys' fees are fair
20 and reasonable.

21 **The Percentage-of-the-Benefit Comparison**

22 35. In settlements where a definite monetized fund is created, it is appropriate for
23 courts to evaluate the lodestar amount as a percentage of the recovery and adjust it accordingly if
24 the lodestar differs from the range of percentage fees freely negotiated in comparable litigation.
25 *See Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 49-50.

26 36. Class Counsel took this case on a contingency-fee basis against a corporation
27 represented by a reputable defense firm. When we take contingent cases, we must pay careful
28 attention to the economics involved or one bad case can destroy years of work. Accordingly, in

1 such cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal
2 hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the
3 number of hours in a day is limited.

4 37. Contingent-fee cases present the very real risk of working hundreds if not
5 thousands of hours that may never be entirely compensated. Moreover, while the case is being
6 litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and
7 pay the out-of-pocket expenses incurred on the Plaintiff's behalf. And the prospect of a court-
8 awarded fee does not greatly reduce the risk posed by these cases. In many cases, the prospect is
9 nothing more than a potential that never materializes. First, you must win the case to get a court-
10 awarded fee; even those cases that seem strongest at the onset can be lost and sometimes are lost.
11 Second, there are always unforeseen obstacles that arise along the way, such as settlement offers
12 that the client may accept without ensuring that we receive a reasonable fee or changes in the law
13 that substantially affect the merits of the case, or other uncertainties involving the client. Finally,
14 there is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-
15 pocket expenses. If that money were to be invested in some sort of financial investment, one
16 would expect a reasonable rate of return on that investment. Here, however, the best we can hope
17 to recover is our money, and then only if we are substantially successful; if we are not, all or part
18 of this "investment" can be lost.

19 38. Class Counsel is well acquainted with the contingent-fee market throughout
20 California, particularly as it pertains to wage-and-hour and class-action litigation. Class Counsel
21 has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as
22 representatives in class-action suits. Many of those agreements required that counsel receive a
23 fee under certain scenarios that exceed thirty-five percent of the recovery. Plaintiff here signed a
24 retainer agreement indicating that Class Counsel could receive a fee under certain scenarios that
25 exceed one-third of the recovery, as much as 40%. Class counsel in contingency-fee cases
26 typically receive attorneys' fees equal to or greater than a third of the gross settlement amount.
27 *See, e.g., Evans et al. v. Coca-Cola* (Los Angeles County Sup.Ct. 2001 Case No. BC 220525
28 (Hon. Richard C. Hubbell)) (approving an award of attorney's fees of at least 33-1/3% of the

1 settlement); *Moreno v. Miller Brewing* (Los Angeles County Sup. Ct. April 2004 BC 278170
2 (Hon. David M. Minning)) (same); and *Josiah Eaton, et al. v. Adolph Coors Company* (Orange
3 County Sup. Ct. 2003 Case No. 01CC00140 (Hon. Stephen J. Sundvold)) (at least same award);
4 *Daum v. Claim Jumper Restaurants* (Orange County Sup. Ct. 2006 Case No. 02CC10201 (Hon.
5 Ronald L. Bauer)) (final approval of same); *Moore v. IKEA* (Los Angeles County Sup. Ct. 2006
6 Case No. BC 263646 (Hon. Peter Lichtman)) (final approval of same); *Big Lots Overtime Cases*
7 (San Bernardino County Sup. Ct. February 2004, JCCP Proceeding No. 4283 (Hon. Walter L.
8 Blackwell, III)) (same); and *Fitzpatrick v. Baja Fresh* (Los Angeles Super. Ct. Case No. BC
9 265578 (Hon. Anthony J. Mohr)) (same).

10 39. Indeed, California courts have approved attorney's-fee awards in excess of the
11 benchmark of one-third of the settlement fund. *See Crandall v. U-Haul* (Los Angeles County
12 Sup. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee
13 request in an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Sup.
14 Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the
15 amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup. Ct., November
16 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*,
17 Alameda County Sup. Ct., 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v.*
18 *Clothestime* (Orange County Sup. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon
19 awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class
20 certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM
21 (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the
22 Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiff's counsel in wage-and-hour
23 class actions that had not proceeded to the class-certification stage.

24 40. In light of the foregoing, the fee request in an amount equal to 30% of the Gross
25 Settlement Amount is well within the bounds that have been established by the above-cited
26 authority. Defendant has no objection to an award of fees in the amount requested. Moreover, the
27 Notice mailed to Class Members stated the amount of fees requested by Class Counsel; however,
28 not a single Class Member has objected to an award of fees in the amount requested.

Costs

41. The preliminarily approved settlement calls for the payment of up to \$25,000.00 for Class Counsel's costs. The combined actual total costs incurred in litigating this Action for Class Counsel are \$20,292.55. Class Counsel's Cost Log is attached hereto as **Exhibit 4**. Class Counsel incurred costs including, but not limited to, filing fees (e.g. complaint, stipulation, motions), service of process, mediation fees, and attorney-service costs for court filings, all of which were necessarily and reasonably incurred to prosecute this Action and achieve a settlement that significantly benefits the Class. Thus, Class Counsel requests a reimbursement of their incurred costs in the amount of \$20,292.55, with the difference of the costs allocated in the Settlement Agreement and actual costs incurred to be reverted to the Net Settlement Amount.

THE ENHANCEMENT AWARD TO THE NAMED PLAINTIFF IS REASONABLE

42. Plaintiff is entitled to a reasonable service payment for his efforts and initiative in bringing and helping to prosecute this Action. Plaintiff assumed great risk by challenging Defendant's wage-and-hour policies and bringing suit against Defendant. Plaintiff spent time better apprising himself of his rights, deciding whether remedial action should be taken, how it should be taken, searching for attorneys, and finally contacting their attorneys, who spent many hours with him discussing his case, the law, and preparing for the mediation. In the end, Plaintiff decided to vindicate not only his own rights but also those of his fellow employees by filing a class action lawsuit.

43. The courage it took to stand up to Defendant in this way should not be underestimated. Few people want to confront their employers, let alone sue them. By suing his former employer, Plaintiff contends that he increased the risk of retaliation by prospective employers to which he may apply in the future.

44. But Plaintiff did not allow his fear of the potential repercussions of being a Class Representatives deter him from acting for the benefit of Class Members. He has devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this Action at every stage of the litigation. Plaintiff conferred with Class Counsel on numerous occasions to discuss every aspect of this case; provided information about Defendant and its

1 wage-and-hour practices; reviewed documents; produced documents; monitored the progress of
2 the litigation; took the time to apprise himself of the facts, issues, and law regarding the claims at
3 issue, spent time with Class Counsel discussing the terms of the Settlement and reviewing and
4 executing the Settlement Agreement and the amendment thereto. In all, Plaintiff estimates that he
5 has devoted numerous hours in preparing the Action and seeing it through to settlement.

6 45. Plaintiff spent a significant amount of time with Class Counsel detailing his
7 knowledge of Defendant's practices and assisting in the prosecution of this Action. He has
8 diligently, adequately, and fairly represented Class Members and have not placed his interests
9 above any member of the putative Class. Class Counsel believes that Plaintiff is entitled to Class
10 Representative Enhancement Award for the time and effort he has devoted to this case.
11 Defendant has agreed not to oppose it. Moreover, not a single Class Member has objected to the
12 requested Class Representative Enhancement Award.

13 46. California trial courts routinely approve enhancement payments to class
14 representatives in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide*
15 *Financial Corporation* (2005) San Diego Sup. Ct. Case No. GIC840981 (\$35,000); *Hogue v. WH*
16 *Smith of Nevada, Inc.* (2004) San Diego Sup. Ct. Case No. GIC830653 (\$20,000); *Fiez v. Brown*
17 *Group Retail Inc., d.b.a. Famous Footwear* (2003) Orange County Sup. Ct. Case No.
18 01CC00381 (\$35,000 to current employee of defendant and \$20,000 to former employee); *Barry*
19 *v. Cost Plus, Inc.* (2003) OCSC No. 01CC00380 (\$35,000 for each named plaintiff); *Lajoie v.*
20 *The Picture People, Inc.* (2003) Orange County Sup. Ct. Case No. 01CC00324 (\$25,000 each for
21 two named plaintiffs); *Franco v. Vans, Inc.* (2002) Orange County Sup. Ct. Case No.
22 01CC03995 (\$35,000 for each named plaintiff); *Crandall v. U-Haul Corporation* (2001) Los
23 Angeles Sup. Ct. Case No. BC 178775 (\$20,000 for each named plaintiff); *Joel v. Athlete's Foot*
24 *Group* (2001) Los Angeles Sup. Ct. Case No. BC 234231 (\$25,000).

25 47. The requested Class Representative Enhancement Award represents only
26 approximately 2.5% of the Gross Settlement Amount obtained on behalf of the Class. In light of
27 the foregoing, Class Counsel believes the Class Representative Enhancement Award in the
28 amount of \$5,000.00 to Plaintiff is fair and reasonable.

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50. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Enoch J. Kim

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Jose Navarro (“Plaintiff”) and Defendant Beta Bionics, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant initiated on April 8, 2024, in the County of Orange and pending in Superior Court of the State of California.
- 1.2. “Administrator” means Phoenix Class Action Administration, 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 for its reasonable fees and to reimburse its expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA Period.
- 1.5. “Class” means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period.
- 1.6. “Class Counsel” means D.Law, Inc., including Emil Davtyan, David Yeremian, Natalie Haritounian, Enoch J. Kim, Matthew Carraher, and Antonia McKee, and all lawyers affiliated with this firm.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reasonable attorneys’ fees and reimbursement of expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Period Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English without material variation, attached as Exhibit A

and incorporated by reference into this Agreement.

- 1.12. "Class Period" means the period from April 8, 2020, through August 10, 2025.
- 1.13. "Class Representative" means Jose Navarro.
- 1.14. "Class Representative Enhancement Award" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of Orange.
- 1.16. "Defendant" means named Defendant Beta Bionics, Inc.
- 1.17. "Defense Counsel" means Jordan C. Lee and Justin R. Peters of Polsinelli LLP.
- 1.18. "Effective Date" means the later of (a) this Settlement Agreement has been executed by Plaintiff and Defendant; (b) Notice of the Settlement has been sent to the LWDA; (c) the Court has given approval to the Settlement; (d) the Court has entered its Final Order and Judgment; and (e) the later of the following events: (i) when the period for filing any appeal, writ, or other appellate proceeding opposing approval of the judgment approving the settlement has elapsed (i.e, 60 days from entry of judgment) without any appeal, writ, or other appellate proceeding having been filed; (ii) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii) when any appeal, writ or other appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further.
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. "Gross Settlement Amount" means \$200,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Enhancement Award, and the Administration Expenses Payment.
- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the

- agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
 - 1.28. “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, Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
 - 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. A Class Member (that is also a PAGA Member) that submits a valid and timely Request for Exclusion will not be excluded from the PAGA Settlement.
 - 1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
 - 1.31. “PAGA Period” means the period from April 8, 2023, through August 10, 2025.
 - 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
 - 1.33. “PAGA Notice” means Plaintiff’s April 8, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
 - 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$20,000), allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to the LWDA (\$15,000) in settlement of PAGA claims.
 - 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
 - 1.36. “Plaintiff” means Jose Navarro, the named Plaintiff in the Action.
 - 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
 - 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
 - 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
 - 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
 - 1.41. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.
 - 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member. A Class Member

(that is also an Aggrieved Employee) that submits a valid and timely Request for Exclusion will not be excluded from the PAGA Settlement.

- 1.43. "Response Deadline" means 60 calendar days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

- 2.1. On April 8, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Under Labor Code § 510; (3) Failure to Pay Vacation Wages; (4) Failure to Comply with Labor Code § 245 *et seq.* and 246; (5) Meal Period Liability Under Labor Code § 226.7; (6) Rest-Break Liability Under Labor Code § 226.7; (7) Failure to Provide Accurate Wage Statements Under Labor Code § 226(a); (8) Failure to Maintain Records Under Labor Code §§ 1174 and 1174.5; (9) Failure to Timely Pay Wages Upon Termination Under Labor Code § 203; (10) Violation of Labor Code § 201.3; (11) Failure to Reimburse Necessary Business Expenses § 2802; and (12) Violation of Business & Professions Code § 17200 *et seq.* On October 22, 2024, Plaintiff filed a First Amended Complaint alleging causes of action against Defendant for Penalties Under PAGA Labor Code § 2698. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified 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 represents he gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On June 5, 2025, Plaintiff and Defendant participated in an all-day mediation presided over by Brandon McKelvey, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations in the Complaint. Specifically, Plaintiff's counsel reviewed and analyzed approximately 95.9% of Class Members' time and wage records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker*

Retail, Inc. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.5. The Court has not granted class certification.
- 2.6. The Parties 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, Defendant promises to pay \$200,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) 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 Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

- 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: Class Representative Enhancement Award to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff’s request for a Class Representative Enhancement Award that does not exceed \$5,000.00. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Enhancement Awards no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Enhancement Award.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is \$66,666.67, and a Class Counsel Litigation Expenses Payment for reimbursement of actual costs incurred by Class Counsel not to exceed \$25,000. In the event that the escalator clause described in Paragraph 8 herein is triggered and the

Gross Settlement Amount is increased, Class Counsel may, at their discretion, increase the Class Counsel Fees Payment request in order to remain one-third of the Gross Settlement Amount. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.

- 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$6,850.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator's fees and expenses are less or the Court approves payment less than \$6,850.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The other portion of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest (10%) and penalties (70%) (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. Workweeks worked by Non-participating Class Members will not be included in the calculation of total workweeks to determine each Participating Class Member's Class Payment.
- 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. 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.

3.2.6 In the event that the Court reduces or does not approve the requested Class Counsel Fees Payment, Enhancement Award, and/or Class Litigation Expenses Payment, Class Counsel reserves their right to appeal such order; however, Plaintiff and/or Class Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 97 Class Members who collectively worked a total of 7,000 Workweeks during the Class Period, and 79 Aggrieved Employees who worked a total of 2,169 PAGA Pay Periods during the PAGA Period.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effectuate and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class 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 Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. In no event shall Defendant be required to fund the settlement prior to the Judgment becoming final.

- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Enhancement Award.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or 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 Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Members 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, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred up to the date of Plaintiff's execution of this Agreement, 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 (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or Plaintiff's 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 after Plaintiff's execution of this Agreement. 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.

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social

security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 5.3. 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 civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) 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 Class 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 Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel's firm attesting to its competency to represent the Class Members; 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. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator; and (vii) and any other filings and/or actions requested by the Court for preliminary approval of this Settlement.
- 6.2. Responsibilities of Counsel. Plaintiff is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval within a reasonable amount of time after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Plaintiff is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement, to submit supporting declarations and documents, and to otherwise satisfy the Court's concerns. The Parties agree that if the Court does not award Class Counsel or Class Representative the full fees and costs allotted for herein, such reduction shall not constitute a material change to the terms of this Agreement.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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. Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator's receipt of any

Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a

Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as proxy and as Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to be excluded from the terms of the PAGA Settlement (including the release of the Released PAGA Claims), and all PAGA Members will receive their shares of the PAGA Fund. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are subject to the PAGA Settlement and are deemed to release the claims identified in Paragraph 5.3 of this Agreement and will receive an Individual PAGA Payment

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline.

7.7. Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Enhancement Award.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. 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.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Enhancement Award, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Plaintiff is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Plaintiff is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 97 Class Members and 7,000 Workweeks during the Class Period and (2) there were 79 Aggrieved Employees who worked 2,169 PAGA Pay Periods during the PAGA Period. If the total number of Workweeks as of the end of the Class Period exceeds the above figure by greater than 10%, then *Defendant, in its sole discretion, can elect to either (1) end the Class Period on the date that the Workweeks reached 7,701 or (2) increase* the Gross Settlement Amount pro rata based on the number of

additional Workweeks above 10% (i.e., if the number of Workweeks is 11% greater than the above figure, then the Gross Settlement Amount shall increase by 1%). Defendant must exercise this option before the hearing on Plaintiff's Motion for Preliminary Approval.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, in its sole discretion, elect to withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all settlement administration expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). The Parties, by and through their respective Counsel, will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3. 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.
 - 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement,

the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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.

10.5. 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 Class Members), 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 Final Approval 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 Class Representative Enhancement Award or any payments to Class 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.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification 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 Defendant that any of the allegations in any pleadings filed in this Action including the Operative Complaint have merit or that Defendant has any liability for any claims asserted or that the alleged class claims are suitable for class treatment or that the alleged PAGA claim is manageable; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant'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).

- 12.2. Confidentiality Prior to Preliminary Approval. The Parties separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. The Parties separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4. 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.
- 12.5. Attorney Authorization. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken 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.
- 12.6. 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.

- 12.7. 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.
- 12.8. No Tax Advice. The Parties are not 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.
- 12.9. 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.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. 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.
- 12.12. 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.
- 12.13. 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.
- 12.14. Use and Disposition of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant 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 date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15. 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.

- 12.16. 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.
- 12.17. 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, to the other Party’s respective counsel of record.
- 12.18. 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.
- 12.19. 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.
- 12.20. Bankruptcy. In the event that any Defendant files for bankruptcy prior to the final disbursement of the Gross Settlement Amount, Plaintiff shall be permitted to file the claims asserted in the Action in the bankruptcy proceedings. If any settlement funds have been disbursed as provided in this agreement as of the date Defendant files for bankruptcy, Defendant shall not be entitled to a return of such funds from the recipients. However, Defendant will be entitled to claim a credit for any previously disbursed funds in the bankruptcy proceedings.
- 12.21. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney’s fees and costs, including expert witness fees in connection with any enforcement actions.

APPROVED:

Dated: 9/6/2025

JOSE NAVARRO

DocuSigned by:

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Dated: 9/25/2025

BETA BIONICS, INC.



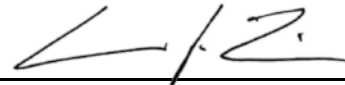
Name: Stephen Feider

Title: Chief Financial Officer

APPROVED AS TO FORM ONLY:

Dated: 9/8/25

D.LAW, INC



Emil Davtyan, Esq.

David Yeremian, Esq.

Natalie Haritounian, Esq.

Enoch J. Kim, Esq.

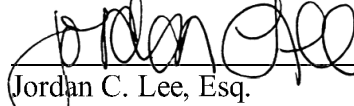
Matthew Carraher, Esq.

Antonia McKee, Esq

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

Dated: 9/25/2025

POLSINELLI LLP



Jordan C. Lee, Esq.

Justin R. Peters, Esq.

Attorneys for Defendant BETA BIONICS, INC.

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Pursuant to Paragraphs 12.5 and 12.9 of the Class Action and PAGA Settlement Agreement (“Agreement”) between Plaintiff Jose Navarro (“Plaintiff”) and Defendant Beta Bionics, Inc. (“Defendant”) (collectively, the “Parties”), subject to the terms and conditions herein and the Court’s approval, the following paragraphs of the Agreement are hereby amended as follows:

1. DEFINITIONS.

1.43 “Response Deadline” means 60 calendar days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail the Requests for Exclusion, (b) fax, email or mail their Objection to the Settlement, or (c) challenge the calculation of Workweeks and/or PAGA Pay Periods pursuant to paragraph 7.6. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

7. SETTLEMENT ADMINISTRATION

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member’s desire to be excluded. The Administrator’s determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member’s identity. Although the Administrator may make the initial decision regarding any disputes over the validity or authenticity of a Request for Exclusion, the Court may review any decision made by the Administrator regarding a dispute over the validity or authenticity of Requests for Exclusion. The Parties shall file with the Court all Requests for Exclusion submitted by Class Members, the evidence submitted, and the resolution of any disputes regarding the Requests for Exclusion.

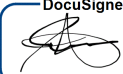
7.6 Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant’s records will be presumed correct, but the

Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be initially decided within ten (10) business days after the Response Deadline. The Parties shall file with the Court all challenges submitted by Class Members, the evidence submitted, and the resolution of the challenges, and although the Settlement Administrator may may the initial decision regarding the challenges, the Court may review any decision made by the Settlement Administrator regarding a challenge.

7.7.4 The Parties shall file with the court all written objections submitted by Class Members.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Amendment to the Class Action and PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

Dated: 12/8/2025

DocuSigned by:

EC6BD44862D664BD...
Plaintiff Jose Navarro

Dated: 12/2/2025

Stephen Feider

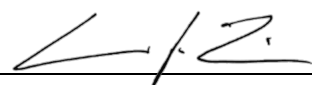
Defendant Beta Bionics, Inc.
Stephen Feider

Print Name of Authorized Signatory

APPROVED AS TO FORM

D. LAW, INC.

Dated: 12/9/25



Emil Davtyan, Esq.
David Yeremian, Esq.
Natalie Haritonian, Esq.
Enoch J. Kim, Esq.
Matthew Carraher, Esq.
Antonia McKee, Esq.
Attorneys for Plaintiff Jose Navarro, on behalf of
himself and all others similarly situated

POLSINELLI LLP

Dated: December 3, 2025

A handwritten signature in black ink, appearing to read "Jordan C. Lee", written over a horizontal line.

Jordan C. Lee, Esq.
Justin R. Peters, Esq.
Attorneys for Defendant Beta Bionics, Inc.

SECOND AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Pursuant to Paragraphs 12.5 and 12.9 of the Class Action and PAGA Settlement Agreement (“Agreement”) between Plaintiff Jose Navarro (“Plaintiff”) and Defendant Beta Bionics, Inc. (“Defendant”) (collectively, the “Parties”), subject to the terms and conditions herein and the Court’s approval, the following paragraphs of the Agreement are hereby amended as follows:

1. DEFINITIONS.

1.41 “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, predecessors, successors, and assigns.

5. RELEASES OF CLAIMS.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

7. SETTLEMENT ADMINISTRATION

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). Class Members may communicate their election to be excluded from the Settlement by filling out and submitting the Request for Exclusion form attached to the Class Notice or in a letter that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 97 Class Members and 7,000 Workweeks during the Class Period and (2) there were 79 Aggrieved Employees who worked 2,169 PAGA Pay Periods during the PAGA Period. If the total number of Workweeks as of the end of the Class Period exceeds the above figure by greater than 10%, then the Gross Settlement Amount shall increase pro rata based on the number of additional Workweeks above 10% (i.e., if the number of Workweeks is 11% greater than the above figure, then the Gross Settlement Amount shall increase by 1%).

12. ADDITIONAL PROVISIONS

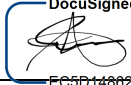
12.21 Enforcement Action. In the event that one or more of the Parties institutes any legal

action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions. The prevailing Party's attorneys' fees and costs however will not be enforced against unnamed Class Members and Aggrieved Employees.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Amendment to the Class Action and PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

APPROVED

Dated: 5/29/2026

DocuSigned by:

EC5D14802D0C4BD...

Plaintiff Jose Navarro

Dated: 5/28/2026

Stephen Feider

Stephen Feider

CFO

Defendant Beta Bionics, Inc.

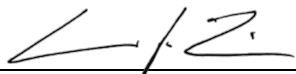
Stephen Feider

Print Name of Authorized Signatory

APPROVED AS TO FORM

D. LAW, INC.

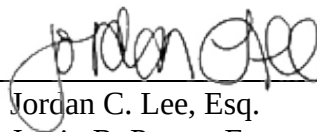
Dated: 5/29/26



Natalie Haritounian, Esq.
Enoch J. Kim, Esq.
Matthew Carraher, Esq.
Antonia Bliznets, Esq.
Attorneys for Plaintiff Jose Navarro, on behalf of
himself and all others similarly situated

POLSINELLI LLP

Dated: May 28, 2026

A handwritten signature in black ink, appearing to read "Jordan C. Lee", is written over a horizontal line.

Jordan C. Lee, Esq.

Justin R. Peters, Esq.

Attorneys for Defendant Beta Bionics, Inc.

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL
Superior Court of California, County of Orange

JOSE NAVARRO V. BETA BIONICS, INC. | Case No. 30-2024-01392520-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action and PAGA lawsuit (“Action”) entitled *Jose Navarro v. Beta Bionics, Inc.* for alleged wage and hour violations. The Action was filed by a former Beta Bionics, Inc. employee (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for Beta Bionics, Inc. during the Class Period from April 8, 2020, to August 10, 2025, and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for Beta Bionics, Inc. during the PAGA Period from April 8, 2023, to August 10, 2025 (“Aggrieved Employees”). For the purposes of this Notice, Beta Bionics, Inc. shall be referred to here as the “Company.”

The proposed Settlement has two main parts: (1) a Class Settlement requiring Company to fund Individual Class Payments, and (2) a PAGA Settlement requiring Company to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on the Company’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to the Company’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on the Company’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires the Company to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Company.

The Company will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert certain wage claims against the Company that are covered by this Settlement (defined below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to the Company's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of the Company. The Action accuses the Company of violating California labor laws by failing to pay overtime wages, minimum wages, vacation wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether the Company or Plaintiff is correct on the merits. In the meantime, Plaintiff and the Company hired an experienced mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and the Company have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, the Company does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. The Company Will Pay \$200,000 as the Gross Settlement Amount. The Company has agreed to deposit the Gross Settlement and also deposit the amounts necessary to fully pay the Company's share of payroll taxes into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Enhancement Award, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,

Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- i. Up to \$66,666.67 (One-Third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- ii. Up to \$5,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- iii. Up to \$6,850 to the Administrator for services administering the Settlement.
- iv. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks.
- d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 20% ("Wage Portion") of each Individual Class Payment to taxable wages and 80% ("Non-Wage Portion") to penalties (10%) and interest (70%). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The Company will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and the Company have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your

check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- f. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and the Company have agreed that, in either case, the Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company. You are bound by the Aggrieved Employees' PAGA Release below even if you do not cash your settlement check.
- g. Administrator. The Court has appointed a third-party company, Pheonix Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- h. Release by Participating Class Members. After the Judgment is final and the Company has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Company or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- i. Release by Aggrieved Employees. After the Court's judgment is final, and the Company has fully funded the Gross Settlement and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims

against the Company, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Company or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

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 civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in the Company's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Company's calculation of Workweeks and/or Pay Periods based on the Company's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will make the initial decision to resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel, but the Court may

review any decision made by the Administrator.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you wish to be excluded from participating in the Class Settlement, you must submit a written Request for Exclusion with your name, present address, telephone number or email address, and a simple statement that you do not want to participate in the Settlement to the Administrator by fax, email, or mail. For your convenience, you may complete and send the enclosed Request for Exclusion Form to the Administrator via fax, email, or mail to request to be excluded from the Settlement. The Administrator's contact information is provided in Section 9 below. To be considered timely and valid, your Request for Exclusion must be faxed, emailed, or postmarked no later than . Late Request for Exclusion Forms will not be considered.

If you timely send a valid Request for Exclusion to the Administrator, you will not be a Participating Class Member and will **not** receive an Individual Class Payment. However, you will preserve your right to individually pursue the Released Class Claims against the Company and will remain eligible to receive an Individual PAGA Payment if you are an Aggrieved Employee. You cannot opt out of the PAGA portion of the Settlement. You will be bound by the release of the Released PAGA Claims against the Company whether or not you opt out of the Class Settlement and whether or not you cash your Settlement payment checks.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement.

If you wish to object to the Settlement in writing, you must submit a written objection to the Administrator with your name, present address, telephone number or email address, and a statement about what you object to, why you object, and any facts that support your objection to the Administrator by fax, email, or mail. For your convenience, you can complete and send the

enclosed Objection Form to the Administrator via fax, email, or mail to object to the Settlement. The Objection Form must be signed by you and include your full name. Your written objection or Objection Form must be postmarked, emailed, or faxed to the Administrator no later than [REDACTED].

You may also, if you wish, appear at the Final Approval Hearing set for [REDACTED], at [REDACTED] a.m./p.m. in Department CX105 of the Orange County Superior Court and discuss your objections with the Court and the Parties, regardless of whether you submitted a prior written objection. You may appear on your own or through an attorney retained by you at your expense.

If you object to the Settlement, you will still receive your share of the Settlement if the Court grants final approval of the Settlement.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department CX105 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. You can attend (or hire a lawyer to attend) either personally or virtually via OC Court (<https://occourtsapp.azurewebsites.us/aci/checkin-results?dept=CX105>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ([REDACTED]) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Company and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.occourts.org/>) and entering the Case Number for the Action, Case No. 30-2024-01392520-CU-OE-CXC.

The Contact information for the Settlement Administrator is as follows:

Email Address: [REDACTED]

Mailing Address: [REDACTED]

Telephone: [REDACTED]

Fax Number: [REDACTED]

The addresses for the Parties' counsel are as follows:

Class Counsel	Counsel for Defendant
David Yeremian Natalie Haritoonian	Jordan C. Lee, Esq. Justin R. Peters, Esq.

D.Law, Inc. 450 N. Brand Blvd., Suite 840 Glendale, CA 91203 Tel.: (818) 962-6465 Fax: (818) 962-6499 E-Mail: d.yeremian@d.law n.haritoonian@d.law	Polsinelli LLP 2049 Century Park East, Suite 2900 Los Angeles, CA 90067 Tel.: (310) 556-1801 Fax: E-Mail: jclee@polsinelli.com jrpeters@polsinelli.com
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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

REQUEST FOR EXCLUSION FORM

Jose Navarro, et al. v. Beta Bionics, Inc.

(Orange County Superior Court, Case No. 30-2024-01392520-CU-OE-CXC)

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: *STOP HERE* -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

DEFENDANT WILL NOT RETALIATE AGAINST YOU FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.

By signing below, I am excluding myself from the Settlement:

By signing below, I represent that I do NOT want to participate in the settlement in *Jose Navarro, et al. v. Beta Bionics, Inc.* (Orange County Superior Court Case No. 30-2024-01392520-CU-OE-CXC). I understand by excluding myself that I will not be a Participating Class Member, and I will not receive an Individual Class Payment. I further understand that I cannot opt-out of the PAGA portion of the Settlement, and that if I qualify as an Aggrieved Employee (see first page of the Notice), I will receive an Individual PAGA Payment and will have no right to pursue the Released PAGA Claims even if I exclude myself.

Signed on _____, 2025

[NAME]

THIS FORM MUST BE MAILED (POSTMARKED BY), EMAILED, OR FAXED TO THE ADMINISTRATOR NO LATER THAN [INSERT DEADLINE]:

Administrator:

Name

Mailing Address

Fax Number

Email Address

OBJECTION FORM

Jose Navarro, et al. v. Beta Bionics, Inc.

(Orange County Superior Court, Case No. 30-2024-01392520-CU-OE-CXC)

I HEREBY OBJECT TO THE PROPOSED SETTLEMENT IN THE JOSE NAVARRO, ET AL. V. BETA BIONICS, INC. ACTION.

Basis of Objection (add additional sheets if necessary):

I HEREBY CONFIRM THAT I WAS EMPLOYED BY BETA BIONICS, INC. DURING THE CLASS PERIOD AS A NON-EXEMPT EMPLOYEE.

Dated: ____ / ____ / ____

(Signature)

Current Address _____

[NAME]

Telephone Number/Email _____

THIS FORM MUST BE MAILED (POSTMARKED BY), EMAILED, OR FAXED TO THE ADMINISTRATOR NO LATER THAN [INSERT DEADLINE]:

Administrator:

Name
Mailing Address
Fax Number
Email Address

EXHIBIT 2

Attorney	Total Time	Rate	Total Billable Amount
Antonia Bliznets	42.5	\$ 688.00	\$ 29,240.00
Matthew Carraher	41	\$ 625.00	\$ 25,625.00
Enoch Kim	32.4	\$ 1,350.00	\$ 43,740.00
Natalie Haritounian	19	\$ 992.00	\$ 18,848.00
Bradford Smith	13.7	\$ 625.00	\$ 8,562.50
Samantha Smith	13	\$ 1,472.00	\$ 19,136.00
Jonas Agle	1.1	\$ 610.00	\$ 671.00
Total	162.7		\$ 145,822.50

Grand Total	Total Time		Total Billable Amount
Attorneys	162.7		\$ 145,822.50
Total	162.7		\$ 145,822.50

Date	Billable Time	Attorney/Paralegal	Notes
3/11/2024	0.2	Natalie Haritoonian	reviewed case assignment; assigned to MC
3/11/2024	6	Samantha Smith	research/analysis of case file, potential claims, defendant entities; begin draft complaint
3/12/2024	7	Samantha Smith	research claims, related cases, prior settlements; draft and finalize complaint; draft and finalize PAGA letter; circulate for review/comment
4/8/2024	4	Natalie Haritoonian	reviewed class action complaint and PAGA letter; added defendant and new claims; made revisions; finalized complaint and PAGA letter; correspondence to KP re filing
4/19/2024	0.1	Natalie Haritoonian	reviewed court filing of POS
5/2/2024	0.1	Natalie Haritoonian	reviewed court filing of POS
5/13/2024	0.3	Natalie Haritoonian	correspondence to MC re incorrectly named entity
5/14/2024	0.3	Matthew Carraher	Discussion w/ NH and SS
5/14/2024	0.5	Matthew Carraher	Prep + Discussion with OC
5/23/2024	0.5	Natalie Haritoonian	reviewed declaration from Johnson Service Group; prepared authorization to dismiss; phone call with defense counsel
5/30/2024	0.7	Natalie Haritoonian	phone call with defense counsel re removal; reviewed removal documents; correspondence to MC re preparing notice of dismissal for defendant Johnson Service Group
5/30/2024	1.4	Matthew Carraher	Review Removal papers, Discuss w/ NH
5/31/2024	0.5	Matthew Carraher	Search for and Review Standing Order and Request for Dismissal
6/3/2024	0.3	Natalie Haritoonian	reviewed joint stipulation re remand
6/3/2024	1.7	Matthew Carraher	Draft Stip for Remand + Discuss w/ NH
6/4/2024	1	Matthew Carraher	Draft Stipulation
6/6/2024	0.2	Natalie Haritoonian	reviewed court's order re remanding case
6/11/2024	0.6	Matthew Carraher	Draft FAC
6/12/2024	0.4	Natalie Haritoonian	reviewed FAC (adding PAGA) drafted by MC; made revisions
6/27/2024	8	Matthew Carraher	Draft Opp. to App. to Tax Costs
6/28/2024	3	Matthew Carraher	Finalize Objection, M&C with OC again re: Withdrawal
7/15/2024	0.2	Natalie Haritoonian	reviewed court filing order rejecting filing of FAC; updated PAGA FAC filing chart; correspondence to MC re drafting joint stipulation re leave to amend
7/24/2024	1	Matthew Carraher	Draft Stip to file FAC
7/25/2024	0.3	Natalie Haritoonian	phone call with defense counsel re class size and claims
7/29/2024	0.3	Matthew Carraher	Discuss w/ NH + Email OC
9/11/2024	0.4	Matthew Carraher	Discuss w/ OC
9/24/2024	1.5	Matthew Carraher	Draft Discovery
11/5/2024	0.2	Matthew Carraher	Case Update to Client
12/12/2024	0.2	Natalie Haritoonian	correspondence to defense counsel re mediation dates
12/19/2024	0.3	Natalie Haritoonian	correspondence to defense counsel re mediation
1/7/2025	0.2	Natalie Haritoonian	correspondence to MC re informal discovery for mediation
1/7/2025	0.6	Matthew Carraher	Draft Informal Discovery Requests
1/9/2025	0.2	Jonas Agle	Communicate (in firm) correspondence with MC regarding covering the hearing on 1/9
1/9/2025	0.9	Jonas Agle	Appear for/attend case management conference
1/30/2025	0.3	Matthew Carraher	Case Update w/ Client
3/26/2025	0.3	Matthew Carraher	Call w/ Client re: WT
5/5/2025	0.3	Matthew Carraher	FU w/ OC re: Doc Prod.
5/13/2025	1	Matthew Carraher	M&C w/ OC re: Mediation Prod.
5/28/2025	8	Matthew Carraher	Draft Med Brief + Review Doc Production + Call w/ Client
5/30/2025	2.5	Natalie Haritoonian	reviewed mediation brief
5/30/2025	0.8	Matthew Carraher	Finalize Med. Brief
6/4/2025	9	Matthew Carraher	Prep + Attend Mediation
6/5/2025	8	Natalie Haritoonian	mediation
6/18/2025	0.1	Natalie Haritoonian	correspondence to SP re saving mediation brief in Neos
7/14/2025	0.1	Enoch Kim	Draft email to defense counsel re settlement agreement.
7/15/2025	1.6	Antonia Bliznets	Drafting long form agreement and sending to EK for review; asking EG to review costs
7/17/2025	1.6	Enoch Kim	Review and revise settlement agreement and class notice; draft correspondence to AB re same.
7/18/2025	1.2	Antonia Bliznets	Reviewing EK's edits, applying changes to class notice, and sending draft to defense counsel
8/21/2025	0.7	Antonia Bliznets	Reviewing opposing counsel's redlines to agreement.
8/25/2025	0.5	Antonia Bliznets	Soliciting bids and updating agreement accordingly
9/3/2025	0.1	Antonia Bliznets	Call and text to client re: reviewing agreement.
9/3/2025	0.2	Antonia Bliznets	Calling client re: settlement agreement and reading email from opposing counsel re: the same
9/7/2025	0.3	Matthew Carraher	Update client
9/8/2025	0.7	Antonia Bliznets	Call with client to review agreement before signing.
9/8/2025	0.2	Antonia Bliznets	Reading texts from client and calling client back re: agreement
9/11/2025	0.2	Antonia Bliznets	Reviewing Plaintiff's declaration ISO MPA
9/25/2025	1.2	Antonia Bliznets	Calling client to let him know the defendant signed the agreement and next steps. Internal conf. with MC re: the same.
9/25/2025	0.1	Antonia Bliznets	Updating internal tracker to ensure case management
9/30/2025	1	Antonia Bliznets	Drafting joint CMS for OC review and sending to OC.
10/9/2025	0.2	Antonia Bliznets	Internal conf. with EG re: updating calendar re: cont. CMC
10/10/2025	0.1	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
10/28/2025	1	Antonia Bliznets	Reviewing Court recent tentatives for expectations and revising proposed order accordingly
10/28/2025	1.5	Antonia Bliznets	Drafting memorandum in support of MPA
10/28/2025	0.9	Antonia Bliznets	Drafting plaintiff's declaration in support of MPA
10/28/2025	1.3	Antonia Bliznets	Drafting motion for preliminary approval Notice and Proposed Order
10/29/2025	2	Antonia Bliznets	Continue drafting MPA
10/29/2025	0.1	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
10/30/2025	2.3	Antonia Bliznets	Continue drafting MPA
10/31/2025	3.5	Antonia Bliznets	Finish drafting MPA for supervisor review
11/13/2025	0.4	Antonia Bliznets	Calls and texts with client re: update
11/17/2025	0.4	Natalie Haritoonian	reviewed status of case
11/20/2025	0.1	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
11/24/2025	4.7	Enoch Kim	Review and revise approval motion documents; confer with AB re same.
11/25/2025	0.9	Antonia Bliznets	Drafting amendment
11/26/2025	2.9	Enoch Kim	Review and revise amendment to settlement agreement and amended class notice; confer with AB re same.

Date	Billable Time	Attorney/Paralegal	Notes
11/26/2025	2.5	Antonia Bliznets	Reviewing and editing Navarro MPA and proposed order, sending to OC for review
12/1/2025	1.5	Antonia Bliznets	Reviewing supervisor edits to memorandum and making corresponding changes to counsel dec.
12/5/2025	0.3	Antonia Bliznets	Email with opposing counsel re: amendment
12/10/2025	2.1	Antonia Bliznets	Continue working on approval motion drafts and call to client re: client's declaration
12/12/2025	5.6	Enoch Kim	Review and revise preliminary approval motion documents and forms accompanying class notice; confer with AB re same.
12/12/2025	0.5	Antonia Bliznets	Draft opt out and objection forms
12/12/2025	1.9	Antonia Bliznets	Review supervisor edits to approval motion and make requested changes
12/12/2025	0.9	Antonia Bliznets	Reviewing client's declaration and supervisor edits; sending to client for review.
12/13/2025	0.6	Enoch Kim	Review and revise class notice and accompanying forms.
12/14/2025	1	Enoch Kim	Review and revise class notice and accompanying forms.
12/15/2025	3.8	Enoch Kim	Review and revise preliminary approval motion documents and class notice; confer with AB re same.
12/15/2025	0.8	Antonia Bliznets	Reviewing supervisor's edits to objection form, request for exclusion form, and amended class notice; sending to OC and calling OC re: the same
12/16/2025	1.3	Antonia Bliznets	Finalizing preliminary approval motion for filing
2/3/2026	0.5	Antonia Bliznets	Calling client re: update and internal conf with MC re: the same
2/5/2026	0.7	Enoch Kim	Review tentative ruling re preliminary approval motion; confer with AB re same and consider next steps.
2/5/2026	0.2	Antonia Bliznets	Confer with EG re: calendar for deadline to submit supplemental briefing
2/5/2026	0.2	Antonia Bliznets	Reviewing notice of ruling
2/5/2026	0.7	Antonia Bliznets	Review tentative ruling re preliminary approval motion; confer with EK re same and consider next steps.
2/5/2026	1	Antonia Bliznets	Attending preliminary approval hearing; submitting on tentative
2/6/2026	1.9	Antonia Bliznets	Begin drafting supplemental briefing
2/9/2026	0.6	Antonia Bliznets	Begin drafting supplemental briefing.
2/13/2026	0.3	Antonia Bliznets	Phone call with client re: continued approval motion process
5/18/2026	0.3	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight
5/18/2026	1	Antonia Bliznets	Reviewing TR and begin drafting supplemental papers
5/22/2026	3.8	Enoch Kim	Review and revise supplemental briefing, amendment, class notice, proposed order; confer with AB re same.
5/28/2026	1.2	Antonia Bliznets	Finalizing supplemental briefing for filing; emails to OC and admin re: same; internal conf with supervising attorney re: same
5/29/2026	0.8	Antonia Bliznets	Compiling exhibits to AB Dec and filing supplemental briefing
6/11/2026	0.6	Enoch Kim	Review tentative ruling; confer with BS re same and consider next steps.
6/11/2026	0.3	Bradford Smith	Reviewed court's tentative ruling granting MPA and discussed with EK
6/11/2026	0.1	Bradford Smith	Correspond with OC re tentative ruling and submitting on tentative ruling
6/15/2026	1.4	Bradford Smith	Drafted revised notice, revised proposed order, revised objection form, and revised exclusion form in response to court's tentative ruling
6/23/2026	0.3	Bradford Smith	Correspond and phone call with client re update to case and contact info for taking over as handling attorney.
6/26/2026	0.5	Enoch Kim	Review correspondence from defense counsel and prior correspondence re settlement administration; confer with BS re same.
6/26/2026	0.2	Bradford Smith	Correspond with settlement admin re connecting with csae manager and signed preliminary approval order
6/29/2026	0.2	Bradford Smith	Correspond with settlement administrator re class notice in word for administration.
6/30/2026	0.3	Bradford Smith	Review administration timeline
6/30/2026	0.1	Bradford Smith	Correspond with settlement admin re admin timeline
7/15/2026	0.3	Bradford Smith	Reviewed updated prelim calculations and notice
7/16/2026	0.2	Bradford Smith	Further reviewed updated class notice and preliminary calculations
7/16/2026	0.1	Bradford Smith	Correspond with admin re approval of calculations and class notice
7/23/2026	0.3	Bradford Smith	Reviewed updated timeline, class notice, and calculations
7/23/2026	0.1	Bradford Smith	Correspond with settlement admin re approval of updated timeline and notice
8/7/2026	0.2	Bradford Smith	Reviewed admin declaration re notice administration
8/14/2026	0.2	Bradford Smith	Review admin declaration re notice administration
8/21/2026	0.2	Bradford Smith	Reviewed admin report re notice administration
8/31/2026	0.2	Bradford Smith	Reviewed admin report re notice administration
9/4/2026	0.2	Bradford Smith	Reviewed admin report re notice administration
9/11/2026	0.2	Bradford Smith	Reviewed admin report re notice administration
9/14/2026	1.7	Bradford Smith	Reviewed and revised motion for final approval of settlement
9/16/2026	1.5	Bradford Smith	Further reviewed and revised final approval motion
9/18/2026	0.2	Bradford Smith	Reviewed admin report re notice administration
9/21/2026	0.2	Bradford Smith	Correspond with admin re admin declaration iso MFA
9/22/2026	2.7	Bradford Smith	Further reviewed and revised motion for final approval, declaration iso, and proposed order and judgment
9/23/2026	0.5	Enoch Kim	Confer with BS re final approval motion and consider next steps; review preliminary approval motion and settlement agreement.
9/23/2026	1.8	Bradford Smith	Further reviewed and revised MFA and accompanying documents
9/23/2026	0.5	Bradford Smith	Reviewed admin declaration iso MFA and correspond with admin re approval of declaration
9/24/2026	4	Enoch Kim	Review and revise final approval motion documents; confer with BS re same.
9/28/2026	2	Enoch Kim	Review and revise final approval motion documents.

EXHIBIT 3

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 4

Navarro v. Beta Bionics, Inc.
Litigation Costs

Service Date		Details		Provider		Amount
4/8/2024		LWDA Letter		LWDA		\$75.00
4/11/2024		Summons & Complaint		Proceed		\$1,491.70
4/16/2024		Process of Service - Beta Bionics, Inc		Proceed		\$123.60
4/17/2024		Process of Service - Johnson Service Group, Inc		Proceed		\$82.40
4/23/2024		POS		Proceed		\$13.65
5/9/2024		Notice of CMC; Notice of Posting Jury Fees		Proceed		\$168.15
6/18/2024		Rejected First Amended Complaint		Proceed		\$13.65
10/4/2024		Notice of Change of Address		Proceed		\$13.65
10/11/2024		Thom		Proceed		\$13.65
10/15/2024		Joint Stipulation to re-file FAC		Proceed		\$13.65
10/23/2024		First Amended Complaint		Proceed		\$13.65
12/9/2024		Notice of Unavailability		Proceed		\$13.65
1/11/2025		Mediation		M Resolution		\$12,500.00
6/12/2025		Expert Mediation Analysis		Berger Consulting Group		\$5,170.00
7/7/2025		Document Retrieval		Superior Court Of California - County Of Orange		\$7.50
10/1/2025		Joint Case Management Statement		Proceed		\$13.71
12/16/25		Notice of Motion for Preliminary Approval		Proceed		\$229.51
2/6/2026		Notice of Tentative Ruling and Continued Hearing on Motion for Preliminary Approval		Proceed		\$13.71
5/29/2026		Supplemental Declaration in Support of Motion for Preliminary Approval		Proceed		\$13.71
6/3/2026		Notice of Association of Attorney		Proceed		\$13.71
6/16/2026		Proposed Order Granting Motion for Preliminary Approval		Proceed		\$13.71
6/18/2026		Notice of Tentative Ruling and Hearing on Motion for Final Approval		Proceed		\$13.71
6/29/2026		Document Retrieval		Orange Superior Court		\$9.95
9/28/26		Motion for Final Approval of Settlement		Proceed		\$229.51
Costs to be incurred after final approval		Decl of Class Admin re Final Distribution		Proceed		\$13.71
Costs to be incurred after final approval		Ntc of Entry of Final Order & Judgment		Proceed		\$13.71

Total	\$ 20,292.55
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EXHIBIT 5