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10 all others similarly situated, and on behalf of the general public

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF ALAMEDA**

13 SAKEENA BEGUM on behalf of
14 herself, all others similarly situated, and
15 on behalf of the general public,

16 Plaintiffs,

17 v.

18 VIANT MEDICAL, LLC; MEDPLAST
19 ENGINEERED PRODUCTS, INC.; and
20 DOES 1-100,

21 Defendants.

Case No. 24CV081510

[Consolidated with Case No.: 24CV090074]

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

Date: March 5, 2026

Time: 9:00 a.m.

Reservation ID: 649128619613

Complaint Filed: June 27, 2024

Trial Date: None Set

FILED
Superior Court of California
County of Alameda
03/05/2026
Clad File, Executive Officer / Clerk of the Court
By: V. Garcia Deputy

1 **~~[REVISED PROPOSED]~~ ORDER**

2 This matter came on for hearing on March 5, 2026, in Department 24 of the above-
3 captioned Court on Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement
4 and Plaintiff's Motion for Attorneys' Fees, Costs, and Enhancement Payment in this action.
5 Having received and considered the Joint Stipulation and Settlement Agreement ("Agreement" or
6 "Settlement Agreement"), which together with the exhibits annexed thereto, sets forth the terms
7 and conditions for a proposed settlement and entry of judgment upon the terms and conditions set
8 forth therein, the supporting papers filed by the Parties, and the evidence and argument received
9 by the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement,
10 and the instant motions, the Court grants final approval of the Settlement Agreement and HEREBY
11 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Preliminary Approval Order, the Notice was mailed to all members
13 of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the Settlement,
14 of their right to receive their proportional Settlement Payment, of their right to request exclusion
15 from the Class and the Settlement, of their right to comment upon or object to the Settlement and
16 to appear in person or by counsel at the final approval hearing and of the date set for the Final
17 Approval hearing. Adequate periods of time were provided by each of these procedures.

18 2. In response to the Notice, no member of the Class filed written objections to the
19 Settlement or stated an intention to appear at the final approval hearing. No member of the Class
20 timely and validly requested to be excluded from the Settlement. No member of the Class filed a
21 dispute regarding the Settlement.

22 3. The Court finds and determines that this notice procedure afforded adequate
23 protections to Class Members and provides the basis for the Court to make an informed decision
24 regarding approval of the Settlement based on the Class Members' response. The Court finds and
25 determines that the Notice provided in the Action was the best notice practicable, which satisfied
26 the requirements of law and due process.

27 4. The Court further finds and determines that the terms of the Settlement are fair,
28 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered

1 finally approved, and that all terms and provisions of the Settlement Agreement should be and
2 hereby are ordered to be consummated.

3 5. The Court has certified a Class, as that term is defined in and by the terms of the
4 Settlement Agreement, and the Court deems this definition sufficient for purposes of California
5 Rule of Court 3.765(a).

6 6. The Court hereby approves the terms set forth in the Settlement Agreement and
7 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
8 to effectuate the Settlement according to its terms. The Court finds that the Settlement was reached
9 as a result of informed and non-collusive arm's-length negotiations. The Court further finds that
10 the Parties conducted extensive investigation, research, and discovery and that their attorneys were
11 able to reasonably evaluate their respective positions. The Court also finds that Settlement will
12 enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay
13 and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary
14 recovery provided as part of the Settlement and recognizes the significant value accorded to the
15 Class.

16 7. The Court hereby confirms Mara Law Firm, PC and Lawyers for Employee and
17 Consumer Rights as Class Counsel in this action.

18 8. The Court hereby confirms Plaintiff Sakeena Begum as the Class Representative in
19 this action.

20 9. The Court finds and determines that the Individual Settlement Amounts provided
21 for by the terms of the Settlement to be paid to the Class are fair and reasonable. The Court hereby
22 gives final approval to and orders the payment of those amounts be made to the participating
23 members of the Class in accordance with the terms of the Settlement.

24 10. The Court finds and determines that payment to the California Labor and
25 Workforce Development Agency of \$18,750 as its share of the settlement of civil penalties in this
26 case is fair, reasonable, and appropriate. The remaining \$6,250 (25% of the PAGA Payment) shall
27 be distributed in accordance with the terms Settlement. The Court hereby gives final approval to
28 and orders that these payments be paid in accordance with the terms Settlement.

1 11. The Court finds and determines the Class Representative Enhancement Payment in
2 the sum of \$7,500 to Plaintiff Sakeena Begum to be fair and reasonable. The Court hereby orders
3 the Administrator to make this payment to the Plaintiff/Class Representative in accordance with
4 the terms of the Settlement Agreement.

5 12. The Court finds and determines that the payment to be paid to the Settlement
6 Administrator, Apex Class Action LLC, in the sum of \$7,500 for its fee and expenses incurred is
7 fair and reasonable. The Court hereby orders the Administrator to make this payment to itself in
8 accordance with the terms of the Settlement Agreement.

9 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
10 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
11 \$160,500 (30% of the Gross Settlement Amount) and litigation costs of \$26,111.65. The Court
12 finds such amounts to be fair and reasonable. The Court hereby orders the Settlement
13 Administrator to make the payment of litigation costs in accordance with the terms of the
14 Settlement Agreement. With respect to attorney's fees, the Court hereby orders the Settlement
15 Administrator to make a payment of \$144,500 at this time, and to withhold payment of the
16 remaining \$16,000 until the compliance hearing. The Court will hold a compliance hearing, which
17 is currently scheduled for December 10, 2026, at 9:00 a.m. in Department 24, where Plaintiff's
18 Counsel is to report whether all settlement checks have been cashed by the Class Members, or if
19 not, the amount of the uncashed checks and the proposed distribution of such funds.

20 14. Neither Defendant nor any related persons or entities shall have any further liability
21 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
22 as provided for by the Settlement Agreement.

23 15. The Court finds and determines that the release contained in the Settlement
24 Agreement at Section D, Paragraph 53 is appropriate and shall bind all Class Members who did
25 not timely opt out of the Settlement.

26 16. The Court finds and determines that the release contained in the Settlement
27 Agreement at Section D, Paragraph 55 is appropriate and shall bind all PAGA Aggrieved
28 Employees.

1 17. Nothing in this Order shall preclude any action to enforce the Parties' obligations
2 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
3 Defendant makes payments to Participating Class Members in accordance with the Settlement
4 Agreement.

5 18. The Court finds and determines that nothing in the Settlement Agreement, this
6 Order, or the Judgment (1) is intended or will be construed as an admission of liability or
7 wrongdoing by Defendant or (2) may be offered or admitted in evidence against Defendant (other
8 than solely in connection with this Settlement).

9 19. The Court hereby enters final judgment in this case in accordance with the terms of
10 the Settlement Agreement, Preliminary Approval Order and this Order.

11 20. The Parties shall bear their own costs and attorneys' fees except as otherwise
12 provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

13 21. Without affecting the finality of this Order in any way, the Court retains jurisdiction
14 of all matters relating to the interpretation, administration, implementation, effectuation and
15 enforcement of this order and the Settlement.

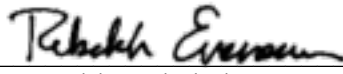
16 22. The Court will hold a compliance hearing, currently scheduled for December 10,
17 2026, at 9:00 a.m. in Department 24, for Plaintiff's Counsel to report whether all settlement checks
18 have been cashed by the class members, or if not, the amount of the uncashed checks and the
19 proposed distribution of such funds. The Settlement Administrator shall withhold \$16,000 of the
20 total \$160,500 awarded in attorney's fees to Plaintiff's Counsel until the compliance hearing.

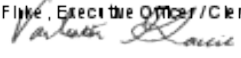
21 **JUDGMENT**

22 23. This document shall constitute a judgment for purposes of California Rules of Court,
23 Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered
24 within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules
25 3.769, and 8.104 of the California Rules of Court whereby the named Plaintiff/Class Representative
26 and all Class Members shall take nothing from Defendant except as expressly set forth in the
27 Settlement Agreement, in conjunction with Plaintiff's Motion for Preliminary Approval of the Class
28 Action Settlement. The Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction
over the parties to enforce the terms of the judgment.

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Date: 03/05/2026

By: 
Honorable Rebekah Evenson
Judge of the Superior Court
Rebekah Evenson / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 03/05/2026
PLAINTIFF/PETITIONER: Sakeena Begum et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: VIANT MEDICAL, LLC et al	V. Garcia
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV081510

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Granting Final Approval of Class and PAGA Settlement and Entering Final Judgment (revised) entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Dated: 03/05/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



V. Garcia, Deputy Clerk