

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MICHAEL J. BUTALA, *et al.*,
Plaintiffs,
v.
OWLET, INC., *et al.*,
Defendants.

Case No. 2:21-cv-09016-FLA (SSCx)

**ORDER GRANTING MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT FOR
SECTION 10(B) CLAIMS [DKT. 160]**

ORDER AND FINAL JUDGMENT

WHEREAS, the above-captioned securities class action is pending in this court (“Action”);

WHEREAS, (a) Dr. Thomas Tweito (“Lead Plaintiff”), on behalf of himself and the Settlement Class (as defined below); and (b) Owlet, Inc. (“Owlet”) and Kurt Workman (together, “Defendants”) have entered into the Stipulation and Agreement of Settlement for the Section 10(b) Class, dated January 31, 2025 (“Stipulation,” Dkt. 147), that provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this court (“Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meanings as they have in the Stipulation;

WHEREAS, by Order dated September 26, 2025 (“Preliminary Approval Order,” Dkt. 155), this court: (a) found, pursuant to Federal Rule of Civil Procedure 23(e)(1)(B)(ii), that it (i) would likely be able to certify the Settlement Class for purposes of the Settlement, and (ii) would likely be able to approve the Settlement as fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e)(2); (b) ordered that notice of the proposed Settlement be provided to potential Settlement Class Members; (c) provided Settlement Class Members with the opportunity to exclude themselves from the Settlement Class or to object to the proposed Settlement; and (d) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Settlement Class;

WHEREAS, the court conducted a hearing on February 6, 2026 (“Settlement Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Settlement Class, and should therefore be approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as against the Defendants; and

WHEREAS, the court having reviewed and considered the Stipulation, all

1 papers filed and proceedings held herein in connection with the Settlement, and the
2 record in the Action, and good cause appearing therefor;

3 The court hereby ORDERS as follows:

4 1. **Jurisdiction** – The court has jurisdiction over the subject matter of the
5 Action, and all matters relating to the Settlement, as well as personal jurisdiction over
6 all Parties and each of the Settlement Class Members.

7 2. **Incorporation of Settlement Documents** – This Judgment incorporates
8 and makes a part hereof: (a) the Stipulation filed with the court on January 31, 2025;
9 and (b) the Postcard Notice, Notice, and Summary Notice, all of which were filed with
10 the court on January 2, 2026.

11 3. **Class Certification for Settlement Purposes** – The court certifies for
12 purposes of the Settlement only, the Action as a class action pursuant to Federal Rule
13 of Civil Procedure 23(a) and (b)(3) on behalf of the Settlement Class consisting of all
14 persons and entities who purchased or otherwise acquired securities of Owlet (i.e.,
15 common stock and/or warrants) between March 31, 2021, and October 4, 2021, both
16 dates inclusive, and who were damaged thereby. Excluded from the Settlement Class
17 are Defendants, the officers and directors of Owlet, members of their immediate
18 families and their legal representatives, heirs, agents, affiliates, successors, or assigns,
19 Defendants' liability insurance carriers, and any affiliates or subsidiaries thereof, and
20 any entity in which Defendants or their immediate families have or had a controlling
21 interest.

22 4. **Adequacy of Representation** – Pursuant to Federal Rule of Civil
23 Procedure 23, and for purposes of the Settlement only, the court appoints Lead
24 Plaintiff as Class Representative for the Settlement Class and appoints Lead Counsel
25 Kessler Topaz Meltzer & Check, LLP as Class Counsel for the Settlement Class.
26 Lead Plaintiff and Lead Counsel have fairly and adequately represented the Settlement
27 Class both in terms of litigating the Action and for purposes of entering into and
28 implementing the Settlement, and have satisfied the requirements of Federal Rule of

Civil Procedure 23(a)(4) and (g), respectively.

5. **Notice** – The court finds that the dissemination of the Postcard Notice and Notice, and the publication of the Summary Notice:

- a. were implemented in accordance with the Preliminary Approval Order;
- b. constituted the best notice practicable under the circumstances;
- c. constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of:
 - i. the pendency of the Action;
 - ii. the effect of the proposed Settlement (including the Releases to be provided thereunder);
 - iii. Lead Counsel’s motion for attorney’s fees and Litigation Expenses;
 - iv. their right to object to any aspect of the Settlement, the Plan of Allocation, and Lead Counsel’s motion for attorney’s fees and Litigation Expenses;
 - v. their right to exclude themselves from the Settlement Class; and
 - vi. their right to appear at the Settlement Hearing;
- d. constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and
- e. satisfied the requirements of Federal Rule of Civil Procedure 23, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable laws and rules.

No Settlement Class Member is relieved from the terms of the Settlement, including the Releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice. A full opportunity has been offered to Settlement Class Members to object to the proposed Settlement and to participate in the hearing thereon. Thus, the

1 court determines that all Settlement Class Members are bound by this
2 Judgment.

3 6. **CAFA Notice** – The court finds that the notice requirements set forth in
4 the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, to the extent applicable to
5 the Action, have been satisfied.

6 7. **Objections** – There are no objections to the Settlement.

7 8. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and
8 in accordance with, Federal Rule of Civil Procedure 23(e)(2), the court fully and
9 finally approves the Settlement set forth in the Stipulation in all respects (including,
10 without limitation, the amount of the Settlement, the Releases provided for therein,
11 and the dismissal with prejudice of the claims asserted against Defendants in the
12 Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate,
13 and in the best interests of the Settlement Class. Specifically, the court finds that:

- 14 a. Lead Plaintiff and Lead Counsel have adequately represented the
15 Settlement Class;
- 16 b. the Settlement was negotiated by the Parties at arm's length;
- 17 c. the relief provided for the Settlement Class under the Settlement is
18 adequate taking into account the costs, risks, and delay of trial and
19 appeal, the proposed means of distributing the Settlement Fund to the
20 Settlement Class, and the proposed attorney's fee award; and
- 21 d. the Settlement treats members of the Settlement Class equitably relative
22 to each other. The Parties are directed to implement, perform, and
23 consummate the Settlement in accordance with the terms and provisions
24 contained in the Stipulation.

25 9. The Action and all claims asserted against Defendants in the Action by
26 Lead Plaintiff and the other Settlement Class Members are dismissed with prejudice as
27 to all Defendants. The Parties shall bear their own costs and expenses, except as
28 otherwise expressly provided in the Stipulation.

1 10. **Binding Effect** – The terms of the Stipulation and of this Judgment shall
2 be forever binding on Defendants, Lead Plaintiff, and all other Settlement Class
3 Members (regardless of whether or not any individual Settlement Class Member
4 submits a Claim or seeks or obtains a distribution from the Net Settlement Fund), as
5 well as their respective successors and assigns.

6 11. **Releases** – The Releases set forth in paragraphs 5 and 6 of the
7 Stipulation, together with the definitions contained in paragraph 1 of the Stipulation
8 relating thereto, are expressly incorporated herein. The Releases are effective as of
9 the Effective Date. Accordingly, this court further orders that:

- 10 a. Without further action by anyone, and subject to paragraph 12 below,
11 upon the Effective Date of the Settlement, Lead Plaintiff and each of the
12 other Settlement Class Members, on behalf of themselves, and their
13 respective heirs, executors, administrators, predecessors, successors,
14 assigns, representatives, attorneys, and agents, in their capacities as such,
15 shall be deemed to have, and by operation of law and of this Judgment
16 shall have, fully, finally, and forever compromised, settled, released,
17 resolved, relinquished, waived, and discharged each and every Released
18 Plaintiff's Claim against Defendants and the other Defendants'
19 Releasees, and shall forever be barred and enjoined from prosecuting any
20 or all of the Released Plaintiff's Claims directly or indirectly against any
21 of the Defendants' Releasees; and
- 22 b. Without further action by anyone, and subject to paragraph 12 below,
23 upon the Effective Date of the Settlement, Defendants, on behalf of
24 themselves, and their respective heirs, executors, administrators,
25 predecessors, successors, assigns, representatives, attorneys, and agents,
26 in their capacities as such, shall be deemed to have, and by operation of
27 law and of this Judgment shall have, fully, finally, and forever
28 compromised, settled, released, resolved, relinquished, waived, and

1 discharged each and every Released Defendants' Claim against Lead
2 Plaintiff and the other Plaintiff's Releasees, and shall forever be barred
3 and enjoined from prosecuting any or all of the Released Defendants'
4 Claims against any of the Plaintiff's Releasees.

5 12. Notwithstanding paragraphs 11(a)–(b) above, nothing in this Judgment
6 shall bar any action by any of the Parties to enforce or effectuate the terms of the
7 Stipulation or this Judgment.

8 13. **Rule 11 Findings** – The court finds and concludes that the Parties and
9 their respective counsel have complied in all respects with the requirements of Federal
10 Rule of Civil Procedure 11 in connection with the institution, prosecution, defense,
11 and settlement of the Action.

12 14. **No Admissions** – Neither this Judgment, the Stipulation (whether or not
13 consummated), including the exhibits thereto, and the Plan of Allocation contained
14 therein (or any other plan of allocation that may be approved by the court), the Parties'
15 mediation and subsequent Settlement, the communications and/or discussions leading
16 to the execution of the Stipulation, nor any proceedings taken pursuant to or in
17 connection with the Stipulation and/or approval of the Settlement (including any
18 arguments proffered in connection therewith):

- 19 a. shall be offered against any of the Defendants' Releasees as evidence of,
20 or construed as, or deemed to be evidence of, any presumption,
21 concession, or admission by any of the Defendants' Releasees with
22 respect to the truth of any fact alleged by Lead Plaintiff or the validity or
23 infirmity of any claim that was or could have been asserted or the
24 deficiency of any defense that has been or could have been asserted in
25 this Action or in any other litigation, or of any liability, negligence, fault,
26 or other wrongdoing of any kind by any of the Defendants' Releasees or
27 in any way referred to for any other reason as against any of the
28 Defendants' Releasees, in any arbitration proceeding or other civil,

1 criminal, or administrative action, or proceeding, other than such
2 proceedings as may be necessary to effectuate the provisions of the
3 Stipulation;

- 4 b. shall be offered against any of the Plaintiff's Releasees, as evidence of, or
5 construed as, or deemed to be evidence of any presumption, concession,
6 or admission by any of the Plaintiff's Releasees that any of their claims
7 are without merit, that any of the Defendants' Releasees had meritorious
8 defenses, or that damages recoverable under the Complaint would not
9 have exceeded the Settlement Amount, or with respect to any liability,
10 negligence, fault, or wrongdoing of any kind, or in any way referred to
11 for any other reason as against any of the Plaintiff's Releasees, in any
12 arbitration proceeding or other civil, criminal, or administrative action or
13 proceeding, other than such proceedings as may be necessary to
14 effectuate the provisions of the Stipulation; or
- 15 c. shall be construed against any of the Releasees as an admission,
16 concession, or presumption that the consideration to be given hereunder
17 represents the amount which could be or would have been recovered after
18 trial; *provided, however*, that the Parties and the Releasees and their
19 respective counsel may refer to this Judgment and the Stipulation to
20 effectuate the protections from liability granted hereunder and thereunder
21 or otherwise to enforce the terms of the Settlement.

22 15. **Retention of Jurisdiction** – Without affecting the finality of this
23 Judgment in any way, this court retains continuing and exclusive jurisdiction over:

- 24 a. the Parties for purposes of the administration, interpretation,
25 implementation, and enforcement of the Settlement;
26 b. the disposition of the Settlement Fund;
27 c. any motion for attorney's fees and/or Litigation Expenses by Lead
28 Counsel in the Action that will be paid from the Settlement Fund;

- d. any motion to approve the Plan of Allocation;
- e. any motion to approve the Class Distribution Order; and
- f. the Settlement Class Members for all matters relating to the Action.

16. Separate orders shall be entered regarding approval of a plan of allocation and the motion of Lead Counsel for attorney's fees and Litigation Expenses. Such orders shall not affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

17. **Modification of the Agreement of Settlement** – Without further approval from the court, Lead Plaintiff and Defendants are authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that:

- a. are not materially inconsistent with this Judgment; and
- b. do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order by the court, Lead Plaintiff and Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

18. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation, and this Judgment shall be without prejudice to the rights of Lead Plaintiff, the other Settlement Class Members, and Defendants, and the Parties shall revert to their respective litigation positions in the Action immediately prior to their agreement-in-principle to resolve the Sections 10(b) and 20(a) Exchange Act claims asserted in the Action on November 25, 2024, as provided in the Stipulation.

19. **Entry of Final Judgment** – There is no just reason to delay the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed.

1 IT IS SO ORDERED.

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3 Dated: August 3, 2026

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5 FERNANDO L. AENLLE-ROCHA
6 United States District Judge
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