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the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ISRAEL RIOS, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

DOLLY, INC., a Delaware corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 25STCV19205
Related to Case No. 25STCV24123

Assigned for All Purposes to:
Hon. Theresa M. Traber, Dept. 1

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: May 12, 2026
Time: 10:30 AM
Dept: 1

Trial Date: None Set

1 Plaintiff Israel Rios's and Plaintiff Taariq Nassar's (each a "Plaintiff" and collectively,
2 "Plaintiffs") Motion for Preliminary Approval of Class Action Settlement and Representative Action
3 Settlement ("Motion") came on for hearing on May 12, 2026. Based on the moving papers and the
4 documents filed in support, it is hereby ORDERED that Plaintiffs' Motion is GRANTED. The Court
5 makes the following orders:

6 1. The Court finds on a preliminary basis that the Amended Settlement Agreement
7 appears to be fair, adequate and reasonable and therefore meets the requirements for preliminary
8 approval. The Court grants preliminary approval of the settlement and the settlement class based
9 upon the terms set forth in the Amended Settlement Agreement between Plaintiffs and Defendant
10 Dolly, Inc. ("Defendant," and together with Plaintiffs, the "Parties"), attached to the Declaration of
11 Camron Dowlatsahi in Support of Plaintiffs' Motion for Preliminary Approval of Class and
12 Representative Action Settlement as Exhibit 1.

13 2. The settlement falls within the range of reasonableness of a settlement which could
14 ultimately be given final approval by this Court, and appears to be presumptively valid, subject only
15 to any objections that may be raised at the Final Approval Hearing and final approval by this Court.
16 The Court notes that Defendant has agreed to create a common fund of \$2,000,000.00 to cover
17 (a) settlement payments to class members who do not validly opt out; (b) a \$50,000.00 allocation to
18 claims under the Private Attorneys General Act ("PAGA"), sixty-five percent (65%) of which
19 (\$32,500.00) being paid to the California Labor & Workforce Development Agency ("LWDA") and
20 thirty-five percent (35%) of which (\$17,500.00) being paid to the Aggrieved Employees; (c) a Class
21 Representative Service Payment of \$10,000.00 to each Plaintiff; (d) Class Counsel's attorneys' fees,
22 not to exceed one third (33.33%) of the Gross Settlement Amount (\$666,600.00), and up to \$38,000
23 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration
24 costs of up to \$19,000.

25 3. The Court preliminarily finds that the terms of the settlement appear to be within the
26 range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable
27 law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to
28

1 the class members when balanced against the probable outcome of further litigation relating to class
2 certification, liability and damages issues, and potential appeals; (2) significant informal discovery,
3 investigation, research, and litigation have been conducted such that counsel for the Parties at this
4 time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid
5 substantial costs, delay, and risks that would be presented by the further prosecution of the litigation;
6 and (4) the proposed settlement has been reached as the result of intensive, serious, and non-collusive
7 negotiations between the Parties with the assistance of a well-respected mediator. Accordingly, the
8 Court preliminarily finds that the Amended Settlement Agreement was entered into in good faith.

9 4. A final fairness hearing on the question of whether the proposed settlement,
10 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement of
11 claims for penalties under the PAGA, and the class representative enhancement awards should be
12 finally approved as fair, reasonable and adequate as to the members of the class is hereby set in
13 accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies, for settlement purposes only, the following class
15 (the "Class"): persons who are current and former users of Dolly who used the Dolly platform as an
16 independent contractor, including as a Helper, Hand, or Assistant, in California from July 2, 2021
17 through May 31, 2026

18 6. "Class Period" means the period from July 2, 2021 through May 31, 2026.

19 7. "PAGA Period" means the period from April 27, 2024 through May 31, 2026.

20 8. The Court finds, for settlement purposes only, that the Class meets the requirements
21 for certification under California Code of Civil Procedure section 382 in that: (1) the Class Members
22 are so numerous that joinder is impractical; (2) there are questions of law and fact that are common,
23 or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiffs'
24 claims are typical of the claims of the Class Members; (4) Plaintiffs and Class Counsel will fairly and
25 adequately protect the interests of the Class Members; and (5) a class action is superior to other
26 available methods for the fair and efficient adjudication of the controversy.

1 9. The Court appoints Plaintiffs as Class Representatives for settlement purposes only.
2 The Court further preliminarily approves each Named Plaintiff's ability to request an enhancement
3 award of \$10,000.00.

4 10. The Court appoints, for settlement purposes only, Camron Dowlatsahi and Arash
5 Sadat and the law firm of Mills Sadat Dowlat LLP, as well as Shaun Markley and the law firm of
6 Nicholas & Tomasevic, LLP, as Class Counsel.

7 11. The Court preliminarily approves Class Counsel's ability, at final approval, to request
8 attorneys' fees ("Class Counsel Fees Payment") of up to one-third (33.33%) of the Gross Settlement
9 Amount, currently estimated to be \$666,600.00, and litigation expenses ("Class Counsel Litigation
10 Expenses Payment") of up to \$38,000.00. The Court further preliminarily approves that any Court-
11 awarded Class Counsel Fees Payment shall be allocated fifty percent (50%) to Mills Sadat Dowlat
12 LLP and fifty percent (50%) to Nicholas & Tomasevic, LLP, and that any Court-awarded Class
13 Counsel Litigation Expenses Payment shall be allocated between those firms based on the expenses
14 actually incurred by each firm, as set forth in the declarations submitted by Class Counsel at final
15 approval.

16 12. The Court appoints CPT Group as the Settlement Administrator with reasonable
17 administration costs estimated not to exceed \$19,000.

18 13. The Court approves, as to form and content the Class Notice, attached to the
19 Amended Settlement Agreement as Exhibit A, which is attached hereto as **Exhibit 1** and incorporated
20 by reference. The Court finds on a preliminary basis that the plan for distribution of the Notice to
21 Settlement Class Members satisfies due process, provides the best notice practicable under the
22 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

23 14. The Court approves the proposed *cy pres* beneficiary, Legal Aid at Work.

24 15. The Parties are ordered to carry out the settlement according to the terms of the
25 Amended Settlement Agreement.

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1 16. The procedures and schedule for claims administration, including any objections and
2 requests for exclusion, shall follow the procedures and schedule set forth in the Amended Settlement
3 Agreement and Class Notice.

4 17. Any Class Member who does not timely and validly request exclusion from the
5 settlement may object to the Amended Settlement Agreement.

6 18. The Court orders the following Implementation Schedule:

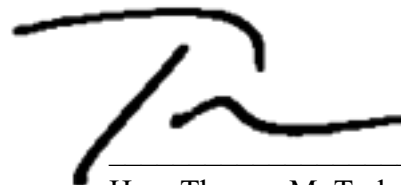
<u>Event</u>	<u>Deadline</u>	<u>Date</u>
Preliminary Approval of Settlement by the Court	Set by Court	May 12, 2026
Defendant to provide Class Data to the Settlement Administrator	Not later than 15 days after Defendant's counsel receives notice that the Court has granted Preliminary Approval of the Settlement	May 27, 2026
Settlement Administrator to mail the Class Notice	No later than 14 days after receiving Class Data	June 10, 2026
Class Members' Response Deadline for Written Objections and Requests for Exclusion	No later than 60 days after the Administrator mails the Class Notice (the "Response Deadline") (plus an additional 14 days for Class Members whose Class Notice is re- mailed)	August 10, 2026

1 2 3 4	Administrator to provide all Counsel with a list of all valid and invalid Requests for Exclusion	No later than 7 days after the expiration of the Response Deadline	August 17, 2026
5 6 7 8	Deadline for Administrator to submit final report to all Counsel	Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount	
9 10 11 12 13	Deadline for Administrator to provide all Counsel with Declaration	No later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval	
14 15 16 17 18	Plaintiffs' Deadline to file Motion for Final Approval of the Settlement	Unless otherwise ordered by the Court, not later than 16 court days before the scheduled Final Approval Hearing	
19 20	Final Approval Hearing	Set by Court	10/21/2026 at 10:30 a.m. in Dept. 1 at Spring Street Courthouse

19. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATED: 06/08/2026



Hon. Theresa M. Traber
Los Angeles County Superior Court Judge