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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO – COMPLEX CIVIL**

DUSTIN SMITH, on behalf of himself and all
others similarly situated, and the general
public,

Plaintiff,

vs.

UNITED SEATING AND MOBILITY,
L.L.C., a Missouri corporation; NUMOTION,
a business entity of unknown form; and
DOES 1 through 50, inclusive,

Defendant.

Case No.: 24CV010038

*[Assigned for All Purposes to the Honorable
Lauri A. Damrell, Dept. 8B]*

CLASS ACTION

**DECLARATION OF DAVID
ARAKELYAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND REQUEST
FOR ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENT**

Honorable: Lauri A. Damrell
Dept.: 8B
Date: September 18, 2026
Time: 9:00 A.M.

Action filed: May 21, 2024
FAC filed: November 5, 2025
Trial date: None Set

DECLARATION OF DAVID ARAKELYAN

I, David Arakelyan, declare:

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, Eastern and Northern Districts of California. I am an associate counsel at D.Law, Inc., and attorney of record for Plaintiff DUSTIN SMITH ("Plaintiff" or "Class Representative") on behalf of himself and similarly situated employees of Defendant UNITED SEATING AND MOBITY, LLC, dba as NUMOTION, a Missouri corporation ("Defendant.") All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. All of the matters set forth herein are within my personal knowledge. I submit this Declaration in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Motion"). **I have reviewed the Court's "Checklist for Approval of Final Approval of Class Action and/or PAGA Settlements" and Local Rule 2.99.05 and submit that Plaintiff's Motion complies with the Checklist.**

3. On February 29, 2024, Plaintiff filed a class action complaint alleging causes of action against Defendant for (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198); (4) Failure to Pay Proper Sick Pay (Lab. Code § 246); (5) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); (6) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202, and 203); (7) Failure to Indemnify (Lab. Code § 2802); and (8) Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*) ("Class Action") in the Orange County Superior Court, Case No. 30-2024-01383316-CU-OE-CXC. Plaintiff simultaneously gave timely written notice to Defendant and California's Labor and Workforce Development Agency ("LWDA") by sending the PAGA Notice on February 29, 2024 (LWDA-CM-1014005-24). On May 21, 2024, after the 65-day statutory period had passed, Plaintiff filed his PAGA-only complaint for claims for penalties under PAGA, Labor Code §2698, in Sacramento Superior Court, where it was

1 assigned case number 24CV010038 (“Action”). (see Declaration of David Arakelyan in Support
2 of Plaintiff’s Motion for Preliminary Approval (“Arakelyan Prelim Decl.”), Exhibit 2.)

3 4. On April 10, 2024, the Class Action was removed to the United States District
4 Court for the Central District, where it was assigned a Case No. 8:24-cv-00747. On March 24,
5 2025, the federal court entered an order granting the Parties’ joint stipulation to stay the action
6 pending settlement approval in this Court.

7 5. Pursuant to the terms of the Settlement Agreement, Plaintiff submitted an Amended
8 PAGA Notice to the LWDA and served it on Defendant on November 3, 2025. (Arakelyan Prelim
9 Decl., Exhibit 3.) Plaintiff also filed his First Amended Complaint (“FAC”) (“Operative
10 Complaint”), containing both the class claims in the Class Action and the PAGA claim in the
11 instant Action and the Amended PAGA Notice, in this case on November 5, 2025.

12 6. Before filing the lawsuit, Class Counsel investigated and researched the facts and
13 circumstances underlying the pertinent issues and the law applicable thereto. This required
14 thorough discussions and interviews between Class Counsel and Plaintiff, as well as preliminary
15 research into the various legal issues involved in the case. After conducting their initial
16 investigation, Class Counsel determined that Plaintiff’s claims were well-suited for class and
17 representative action adjudication owing to what appeared to be a common course of conduct
18 affecting a similarly situated group of employees.

19 7. Prior to mediation, Class Counsel devoted substantial time and resources to
20 investigating the factual and legal issues presented by the Action. Counsel conducted a
21 comprehensive evaluation of Plaintiff’s claims, researched the applicable wage and hour law,
22 analyzed Defendant’s anticipated defenses, and assessed the risks and potential value of the
23 claims. These efforts required significant attorney time and professional judgment and enabled
24 Class Counsel to develop a thorough understanding of the factual record and the legal issues
25 before participating in settlement negotiations.

26 8. As a result of this work, Class Counsel entered mediation with sufficient
27 information to meaningfully evaluate the strengths and weaknesses of the case, accurately assess
28 the risks of continued litigation, and negotiate a favorable settlement on behalf of the Settlement

1 Class. The settlement was therefore the product of informed, arm's-length negotiations rather than
2 an early or uninformed compromise.

3 9. In advance of mediation, Defendant provided extensive documentation of its
4 policies and practices and data related to the claims asserted in this case, including pay and time
5 data for a representative sample of class members and the necessary policy documents through
6 informal discovery to properly evaluate the strengths and weakness of the claims and engage in
7 meaningful settlement discussions. Plaintiff hired Berger Consulting Group (“BCG”), an expert
8 data analysis group to prepare damage calculations and an exposure analysis for the mediation.
9 Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk*
10 *v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail,*
11 *Inc.*, 168 Cal.App.4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

12 10. Defendant, for its part, vigorously contested liability, the amount of claimed
13 damages, and the propriety of class certification. After Class Counsel analyzed the relevant
14 documents and other gathered data, Class Counsel believed that this case was appropriate for
15 resolution via mediation. Given the high level of risk present for both sides, the Parties elected to
16 mediate Plaintiff’s claims and explore the possibility of settlement.

17 11. On February 19, 2025, the Parties mediated this case with Mediator Lisa Klerman,
18 Esq., a respected and highly experienced mediator in wage and hour class actions. During
19 mediation, Plaintiff’s and Defendant’s counsel discussed all aspects of the case, including the
20 risks of litigation and the risks to all Parties of proceeding with a motion for class certification, as
21 well as the law relating to unpaid wages, meal periods, rest periods, sick pay, wage statements,
22 reimbursement of necessary business expenses, and final pay. The Parties engaged in an arm’s
23 length negotiation. The Parties agreed to settle the lawsuit according to the terms set forth in the
24 Settlement Agreement.

25 12. From Class Counsel’s review of the strengths and weaknesses of the case and the
26 risks and delays posed by further litigation, Class Counsel believes that the Settlement is fair and
27 reasonable. Further, and based on the settlement negotiations, which were extensive and
28 conducted in good faith and at arm’s length between attorneys with substantial experience

litigating class actions and wage and hour cases, the Settlement Agreement was the product of a non-collusive settlement process in which the Parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

13. The mediation resulted in a Gross Settlement Amount of \$835,000.00 (“Gross Settlement Amount”), on a class wide and PAGA representative basis less the following deductions: (1) up to one-third (1/3) of the GSA, or \$278,333.33, to Class Counsel for Attorney Fees, and \$25,000.00 to Class Counsel for reimbursement of reasonable expenses incurred to prosecute the Action; (2) up to \$5,000.00 to Plaintiff as a Class Representative Service Payment for his service as the Class Representative; (3) up to \$6,000.00 to the Administrator for its fees and costs to administer the Settlement; and (4) \$80,000.00 to the LWDA of the State of California for settlement of claims for civil penalties under PAGA, which will be paid out of the Gross Settlement Amount, leaving \$20,000.00 to be paid to Aggrieved Employees as Individual PAGA Payments. The Class Period is defined as March 1, 2021, through March 7, 2025. PAGA Group Members (also Aggrieved Employees) means non-exempt hourly retail employees who worked for Defendant in the State of California from March 1, 2023, to March 7, 2025 (the “PAGA Period”).

14. The Settlement Agreement defines “Class” as all current and former non-exempt employees employed by Defendant in California during the Class Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification) except for any such individual who submits a timely and valid request for exclusion from the release of the class claims as outlined in the Settlement Agreement. The Class Period is further defined as the time period from March 1, 2021, through March 7, 2025. It shall be an opt-out Class. The Settlement Agreement defines PAGA Group Members (also, “Aggrieved Employees”) to mean current and former non-exempt employees of Defendant employed in California at any time during the PAGA Period, which is March 1, 2023, to March 7, 2025 (the “PAGA Period”).

15. The *highest* estimated Individual Class Payment is approximately \$4,458.90, the *average* Individual Class Payment is currently estimated to be approximately \$2,068.86, and the

lowest Individual Class Payment is currently estimated to be approximately \$21.23. Pursuant to the Agreement, 25% of the PAGA Payment (\$20,000.00) will be allocated to Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees cannot opt out of the PAGA settlement. There are 147 Aggrieved Employees who worked a total of 5,300 pay periods during the PAGA Period. The highest Individual PAGA Payment is approximately \$203.77, the average Individual PAGA Payment is approximately \$136.05, and the lowest Individual PAGA Payment is approximately \$3.77. Attached hereto as **Exhibit 3** is the Declaration of Tarus Dancy of Apex Class Action, LLC [“Dancy Decl.”], ¶¶ 16-18. Additional proposed disbursements are as follows:

- 1) Class Counsel Fees Payment: \$278,333.33
- 2) Class Counsel Litigation Expenses Payment: \$21,790.57
- 3) Administration Costs: \$6,000.00
- 4) Class Representative Service Payment: \$5,000 to Plaintiff Dustin Smith
- 5) PAGA Penalties: \$80,000 (LWDA Portion: \$60,000)

16. After the above deductions from the Gross Settlement Amount of \$835,000.00, the Net Settlement Amount to be distributed to Participating Class Members is estimated to be \$443,876.10.

17. On April 3, 2026, the Court granted Preliminary Approval of this settlement, approved the Revised Notice of Class Action and related forms, appointed Plaintiff Dustin Smith as the Class Representative, appointed Class Counsel, approved Apex Class Action, LLC (“Apex”) as the Administrator, and set timelines for the settlement administration process, pursuant to the Settlement Agreement. Apex completed the notice procedure per the Settlement terms, including mailing the Court-approved Notice of Class Action Settlement (the “Class Notice”) to 213 eligible Class Members. See **Exhibit 3** hereto (Declaration of Tarus Dancy, detailing Apex’s notice procedure and results.)

18. During informal discovery ahead of the Parties’ mediation, Defendant provided time and pay data for a representative sample of the class through early February of 2025. The

1 escalator clause was not triggered.

2 19. On April 5, 2026, Apex received the Court-approved Notice of Class Action
3 Settlement (the “Class Notice”), from the Parties. The Class Notice advised Class Members of
4 their right to opt out of the settlement, object to the settlement, dispute the quantity of Workweeks,
5 or do nothing, and the implications of each such action. The Class Notice also advised Class
6 Members of applicable deadlines and other events, including the date of the Final Approval
7 Hearing, and how Class Members could obtain additional information. (Dancy Decl. ¶ 4.)

8 20. On May 4, 2026, Apex received a data file from Defense Counsel that contained
9 names, last known mailing addresses, Social Security numbers, workweeks, and PAGA weeks
10 for each Class Member (“Class Data”) during the Class Period. The final mailing list contained
11 213 individuals identified as Class Members. (*Id.* ¶ 5.)

12 21. In preparation for the mailing, Apex conducted a National Change of Address
13 (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A
14 search of this database provides updated addresses for any individual who has moved in the
15 previous four (4) years and notified the U.S. Postal Service of their change of address. The NCOA
16 contains changes of addresses filed with the USPS. If any individual had filed a USPS change of
17 address request, the address listed with the NCOA was utilized in connection with the mailing of
18 the Notices. (*Id.* ¶ 6.)

19 22. On June 3, 2026, Apex mailed the Class Notices via First Class U.S. Mail to 213
20 Class Members. The Class Notice advised Class Members that they could submit an exclusion,
21 objection and/or dispute postmarked by July 20, 2026. (*Id.* ¶¶ 7, 10 – 12.)

22 23. Phoenix performed 13 address traces on Class Notices returned as undeliverable.
23 Of the thirteen (13) Notices that were skip traced, eleven (11) updated addresses were obtained
24 and the Notice was promptly re-mailed to those Class Members via first class mail. As of this
25 date, two (2) Class Notices were returned by the Post Office with forwarding addresses. (*Id.* ¶¶ 8
26 – 9.)

27 24. The deadline for Class Members to submit a Request for Exclusion, object to the
28 settlement, or dispute pay periods and/or workweeks was July 20, 2026. Re-mailed Class Notices

1 were provided with an extended deadline of 14 days. The latest extended deadline was August 3,
2 2026. As of this date, Apex has received zero (0) requests for exclusion, zero objections, and zero
3 disputes regarding employment information from Class Members. (*Id.* ¶¶ 10 – 14.)

4 25. Class Counsel remain convinced the Settlement is in the best interest of the Class
5 based on a detailed knowledge of the issues, risks of loss, and the negotiations. Nothing has
6 changed since the Court granted Preliminary Approval of the Settlement to negate the
7 presumption of fairness. The affirmative defenses asserted by Defendant, the uncertainty of
8 achieving certification, the prospect of a potential adverse summary judgment ruling, the
9 difficulties of complex litigation, the lengthy process of establishing specific damages, and the
10 perils of litigation affecting the value of the claims, as well as the risks of loss at trial and the
11 various possible delays and appeals were carefully considered by Class Counsel in arriving at the
12 proposed Settlement.

13 26. The Class Members' response to the settlement is outstanding - 100% of the
14 money will be paid out as there is no reversion to Defendant and 100% of the Class Members
15 who received the Class Notice are participating in the settlement, since there are no requests for
16 exclusion, to date. There are also no objections to the Settlement, to date.

17 27. Individual Class Payments will be allocated: 20% wages for which an IRS Form
18 W-2 will be issued, and 80% will be allocated to the settlement of interest and penalties for which
19 IRS 1099 Forms will be issued.

20 **CLASS REPRESENTATIVE'S SERVICE PAYMENT**

21 28. I believe that the Class Representative's Service Payment of \$5,000 for Class
22 Representative Dustin Smith is fair and reasonable given the exceptional result achieved on behalf
23 of the Class. This is based on all facts set forth in the Motion for Preliminary Approval and the
24 Declaration of the Class Representative (See **Exhibit 4**, Declaration of Class Representative
25 Dustin Smith in Support of Plaintiff's Motion for Preliminary Approval ["Smith Decl."])

26 29. As required by the PAGA, Plaintiff's Motion for Final Approval of Class Action
27 and PAGA Settlement was submitted (uploaded) to the Labor and Workforce Development
28 Agency's ("LWDA") online system on the same day as filing the Motion. Attached hereto as

1 **Exhibit 5** is a true and correct copy of proof of submission from the LWDA confirming receipt.

2 **ATTORNEYS' COSTS AND ADMINISTRATION EXPENSES**

3 30. The parties' Settlement Agreement provides for reimbursement of costs up to
4 \$25,000.00. Class Counsel's combined litigations costs to date are \$21,790.57. Class Counsel
5 requests reimbursement of litigation costs for a total of \$21,790.57, which is less than the total
6 costs incurred by Class Counsel in litigating this case. These are costs include the mediator's fee,
7 expert fees, and filing fees. Class Counsel's litigation costs include anticipated filing costs for
8 filing this Motion, the Administrator's declaration regarding final distribution, dismissal of the
9 class action case, and a Notice of Entry of Order. Attached hereto as **Exhibit 2** are the Itemized
10 Costs to date.

11 31. The Administration Costs are \$6,000. (See **Exhibit 3**, Dancy Decl., ¶ 19.)

12 **ATTORNEYS' FEES**

13 32. The Class Notice mailed to Class Members stated the amount of fees being
14 requested by Class Counsel. Not a single Class Member objected to an award of fees in the amount
15 requested to date.

16 33. Class Counsel are experienced and qualified to evaluate the class claims and
17 viability of the defenses. The recovery for each Class Member in the present is fair and reasonable
18 based on all risk factors.

19 34. Class Counsel seeks a fee award calculated as a percentage of the common fund
20 for the successful prosecution and resolution of this action. For Class Counsel, the fees here were
21 wholly contingent in nature, and this complex action involved specialized issues. There was the
22 prospect of the enormous cost inherent in class action litigation, as well as a long battle with a
23 corporate defendant. Class Counsel risked not only their time but also money to ensure the
24 successful litigation of this action on behalf of all Class Members. Accordingly, the requested
25 percentage of the common fund is appropriate, and Class Counsel respectfully requests that the
26 Court enter an Order to that effect.

27 35. I believe that an attorneys' fee of 1/3 of the total value of this case is fair and
28 reasonable. This amount was negotiated by the parties in good faith with the assistance of the

mediator, and Defendant has no objection to the fees request. I am very familiar with the contingent fee market throughout California particularly as it pertains to complex employment, wage and hour, and class action litigation. Contingency fee agreements with plaintiffs, both as individuals and as representatives in class action suits, commonly provide that counsel will receive a fee that is between 33% to 40% of any recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred out of a recovery amount. These are typical and standard percentages in employment related contingency agreements throughout California. Indeed, in my opinion, Plaintiff in this complex wage and hour case could not have retained competent counsel in California, particularly with the considerable skill and expertise of my firm for any amount significantly less than the contingency fee percentage provided in these retainer agreements. As the Court is aware, Plaintiff's Counsel has not received any payment for attorneys' fee to date in this case and has advanced all costs during the multi-year litigation.

36. In the present case, Class Counsel will have worked a total of 208.4 hours on this case, with a lodestar of approximately \$191,282.30 (excluding paralegal support). Attached hereto as **Exhibit 1** is true and correct copies of itemized time records.¹ All these hours were reasonable and necessary and related to this litigation. Class Counsel requests a fee of \$278,333.33, which requires a reasonable multiplier of 1.46 (\$278,333.33 divided by \$191,282.30). The efficiency with which settlement was reached, the excellent results and quality of the settlement, and the contingent risk support the reasonableness of Class Counsel's fee request.

37. Moreover, the requested 1.46 lodestar multiplier is consistent with the factors recognized by California courts in determining whether an enhancement is appropriate. (*Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 503 [when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable power awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created]; *Ketchum v. Moses*

¹ These records include the time spent on both the current case as well as the separately filed class action matter. The operative First Amended Complaint contains the allegations in both the PAGA and class action matters, and the time entries in both cases have been combined for the purposes of this motion.

(2001) 24 Cal.4th 1122, 1132 [[t]he purpose of a fee enhancement, or so-called multiplier, for contingent risk is to bring the financial incentives for attorneys enforcing important constitutional rights . . . into line with incentives they have to undertake claims for which they are paid on a fee-for-services basis]; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 255 (2001) [“[m]ultipliers can range from 2 to 4, or even higher.”])

38. Throughout the litigation, Class Counsel prosecuted this Action on a purely contingent basis, advancing all attorney time and litigation costs with no guarantee of recovery. Counsel assumed the substantial risk that the Action could result in no recovery due to the factual and legal uncertainties inherent in class and representative wage and hour litigation, including risks associated with class certification, liability, damages, and continued litigation through trial and any subsequent appeal.

39. The requested multiplier also reflects the skill and efficiency with which Class Counsel litigated the case and the favorable result achieved for the Settlement Class. Through diligent investigation, strategic discovery, and informed advocacy, Class Counsel secured a substantial recovery while avoiding the additional expense, delay, and uncertainty associated with continued litigation. The settlement resulted in a Gross Settlement Amount of \$835,000.00, and the *highest* estimated Individual Class Payment is approximately \$4,458.90, the *average* Individual Class Payment is currently estimated to be approximately \$2,068.86, and the *lowest* Individual Class Payment is currently estimated to be approximately \$21.23. The highest Individual PAGA Payment is approximately \$203.77, the average Individual PAGA Payment is approximately \$136.05, and the lowest Individual PAGA Payment is approximately \$3.77. Because the un-enhanced lodestar does not adequately compensate Class Counsel for the exceptional results achieved, the contingent risk undertaken, the quality of the representation, and the significant time and effort invested in obtaining the settlement, a 1.47 multiplier is fair, reasonable, and well within the range of multipliers routinely approved by California courts in comparable class action settlements.

40. Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles and Riverside County areas for attorneys of comparable experience and skill

1 handling complex litigation. Aside from being warranted by our skill, experience and ability,
2 Class Counsel's rates that were used in application of the lodestar cross check in this case are
3 supported by the Laffey Matrix, attached hereto as **Exhibit 6**.

4 41. The rates are also consistent with surveys relied on by other courts. (*Martinez v.*
5 *Helzberg's Diamond Shops* (C.D. Cal., Sept. 24, 2021, No. EDCV201085PSGSHKX) 2021 WL
6 9181893, at at *10 [relying on "The Real Rate Report"]; *Gutierrez v. Chopard USA Ltd.* (2022)
7 82 Cal.App.5th 383, 387 [Unruh Act case affirming award based on Laffey Matrix, available at
8 <http://www.laffeymatrix.com/sec.html>].)

9 **ATTORNEYS' EXPERIENCE**

10 42. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases,
11 including class actions and PAGA actions on behalf of employees and others who have had their
12 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
13 counsel of record in numerous wage and hour and employment class action and PAGA action
14 cases pending in both state and federal court.

15 43. D.Law is well-qualified and has ample experience, knowledge, and resources to
16 act as counsel and represent Plaintiff and the putative Class and aggrieved employees in this
17 action. Our practice is exclusively focused on employment matters and representing plaintiffs in
18 wage and hour actions with the same or similar causes of actions brought forth in the matter
19 pending before this Court.

20 44. D.Law has litigated and successfully resolved many wage and hour class action
21 cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De*
22 *La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787),
23 *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of
24 California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of
25 California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in
26 Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-
27 cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los
28 Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles,

1 BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara,
2 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in
3 Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior
4 Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior
5 Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley*
6 *Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo*
7 *v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los Angeles,
8 BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California in Tulare,
9 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California, 17-cv-05534-
10 LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California, 2:17-cv-04910-
11 FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-
12 JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-RAO),
13 *Leach v. The Claremont Colleges, Inc.* (Superior Court of California in Los Angeles, BC686451),
14 *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of
15 Contra Costa MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company*
16 (Superior Court of the State of California, County of Contra Costa, MSC18-00859), *Roach v.*
17 *Westcare California, Inc.* (Superior Court of California in Kern County, BCV-17-102367-SDS),
18 *Patton v. Church & Dwight Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)),
19 *Juarez v. ISL Employees, Inc.* (Superior Court of California in Madera, MCV074787), *Ferraro v.*
20 *USC Verdugo Hill s Hospital, et al.* (Superior Court of California in Los Angeles,
21 18STCV09463), *Ford v. Account Control Technology, Inc., et al.* (Superior Court of California
22 in Los Angeles, 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of California in San
23 Francisco, CGC-18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of California in Riverside,
24 RIC1901307), *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in
25 Stanislaus, 9000687), *Barajas v. Mancha Development Company LLC* (Superior Court of
26 California in Orange County, 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation*
27 *dba IMAC Worldwide Home* (Superior Court of California in San Bernardino, CIVDS1820265),
28 *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles, 19STCV38096),

1 *Singletary v. Motel 6 Operating LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-
2 AHG), *Quizon v. CF Watsonville East, LLC, et al.* (Superior Court of California in Santa Cruz,
3 20CV01868), *Stephenson v. Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-
4 20-102693), *Bacerra v. Hugo Boss Retail, Inc.* (Superior Court of California in San Diego, 37-
5 2021-00002933-CU-OE-CTL), *Walker v. Ariat International, Inc.* (Superior Court of California
6 in Alameda, HG19026439), *Orr v. Petvet Care Centers (California) Inc.* (Superior Court of
7 California in Santa Clara, 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior
8 Court of California in San Bernardino, CIVDS1915743), *Virdi v. Absolute Security International*
9 *(Superior Court of California in San Bernardino, CIVDS 1909589)*, *Raj v. First Transit, Inc*
10 *(Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS)*, *Marchbanks v.*
11 *Torrid Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-
12 OE-NC), among others.

13 45. As an associate attorney at D.Law, Inc., I received my Bachelor of Arts in political
14 science from the University of California, Los Angeles, in 2009. I then earned my Juris Doctorate
15 from the University of California, Los Angeles in May of 2020. Upon graduating from law school,
16 I have primarily focused my practice on representing employees in wage-and-hour class actions.
17 I have worked on multiple cases that have resulted in favorable settlements for the employee Class
18 Members and Aggrieved Employees I have represented. Throughout the course of this litigation,
19 I spent at least 42.3 hours litigating this matter. Accordingly, my unadjusted lodestar in this matter
20 is \$31,725.00 (42.3 x \$750.00 = \$31,725.00). If I were to charge a rate for this type of work by
21 the hour, given his experience and the focus of his practice, my current hourly rate would be
22 \$750.00 per hour, which is in line with the Laffey Matrix.

23 46. As Senior Counsel at D.Law, Inc. David Keledjian manages his own complex
24 litigation team. He was admitted to the California Bar in December 2016. Mr. Keledjian received
25 his J.D. from Trinity Law School and B.A. from California State University of Fullerton. Since
26 graduating from law school, he has dedicated virtually his entire career to the practice of
27 employment law. Mr. Keledjian practiced employment law from both the plaintiff's side and
28 defense side.

1 47. Consistent with hourly billing rates for attorneys with his experience, Mr.
2 Keledjian's hourly billing rate is \$1,177.00 per hour. Mr. Keledjian spent approximately 41.2
3 hours on this case to date. Accordingly, his lodestar in this matter is \$48,492.40 (41.2 x \$1,177.00
4 = \$48,492.40).

5 48. I have also reviewed the files and billable records for former Associate Attorney
6 Kevin Burns. Mr. Burns received his dual bachelor's degree in economics and public policy from
7 University of North Carolina, Chapel Hill in 2018 and his Juris Doctor degree from Loyola Law
8 School, Los Angeles in 2023. During law school, he served as staff editor for the *Loyola of Los*
9 *Angeles Law Review*, President of the Loyola Sports Law Association, and Vice President during
10 Loyola's first year of partnership with Parents, Educators/Teachers, and Students in Action
11 (PESA). Since law school he has devoted most of his practice to wage and hour employment
12 matters, including class actions and PAGA actions. Mr. Burns was admitted to the California
13 State Bar in December 2023. Throughout the course of this litigation, Kevin Burns estimated he
14 spent at least 79.9 hours litigating this matter. Accordingly, Mr. Burns' unadjusted lodestar in this
15 matter is \$48,739.00 (79.9 x \$610.00 = \$48,739.00). If Mr. Burns were to charge a rate for this
16 type of work by the hour, given his experience and the focus of his practice, his current hourly
17 rate would be \$610.00. A \$610.00 rate is warranted based on Mr. Burns' experience in a highly
18 specialized area of law and is in line with the Laffey Matrix.

19 49. Additionally, I have reviewed the files for Founder and Managing Attorney Emil
20 Davtyan Emil Davtyan. Emil Davtyan graduated from Woodbury University in 2008 with a
21 bachelor's degree in Business Finance with the highest honors, as the top student in his class. He
22 graduated Southwester Law School in 2014 in the top 10% of his class. He is the founder of and
23 currently the managing attorney at D.Law, Inc. (formerly known as Davtyan Law Firm) based
24 out of Pasadena, California. He is an attorney duly licensed to practice law in the State of
25 California and is a member in good standing with the State Bar of California.

26 50. Mr. Davtyan's legal experience since becoming a member of the California State
27 Bar has been exclusively devoted to the practice of California and federal employment law.
28 D.Law, Inc. exclusively represents plaintiffs in wage and hour actions (and other labor and

employment lawsuits) with the same or similar causes of actions brought forth in the matter pending before this Court.

51. Mr. Davtyan has been actively participating in the prosecution and successful settlement of multiple wage and hour class action lawsuits, helping to recover wages and penalties on behalf of tens of thousands of class members.

52. Mr. Davtyan has been appointed as Class/PAGA Counsel in numerous Class/PAGA actions, including, *Moriana v. Viking River Cruises* (Superior Court of California in Los Angeles, BC 687325), *De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in Alameda, RG17885153), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et al.* (Southern District of California, 16-cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles, BC663252), *Ramirez v. Milton Roy et al.* (Superior Court of California in Los Angeles, BC 632276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara, 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo v. Real Time Staffing Services LLC et al.* (Superior Court of California in Los Angeles, BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California in Tulare, 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California, 17-cv-05534-LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California, 2:17-cv-04910- FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-RAO), *Leach v. The Claremont Colleges, Inc.* (Superior Court of California in Los Angeles, BC686451), *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra

Costa MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court of the State of California, County of Contra Costa, MSC18-00859), *Roach v. Westcare California, Inc.* (Superior Court of California in Kern County, BCV-17-102367-SDS), *Patton v. Church & Dwight Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL Employees, Inc.* (Superior Court of California in Madera, MCV074787), *Ferraro v. USC Verdugo Hills Hospital, et al.* (Superior Court of California in Los Angeles, 18STCV09463), *Ford v. Account Control Technology, Inc., et al.* (Superior Court of California in Los Angeles, 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of California in San Francisco, CGC-18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307), *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687), *Barajas v. Mancha Development Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville East, LLC, et al.* (Superior Court of California in Santa Cruz, 20CV01868), *Stephenson v. Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo Boss Retail, Inc.* (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa Clara, 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior Court of California in San Bernardino, CIVDS1915743), *Virdi v. Absolute Security International* (Superior Court of California in San Bernardino, CIVDS 1909589), *Raj v. First Transit, Inc.* (Superior Court of California in Sacramento, 34-2021- 00295895-CU-OE-GDS), *Marchbanks v. Torrid Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), *Taylor v. Populus Group, LLC* (Southern District of California, 3:20-cv-00473-BAS-BLM), *Wilkerson v. Intuit, Inc.* (Superior Court of California in San Diego, 37-2020-00030371-CU-OE-CTL, among others.

53. Throughout the course of this litigation, attorney Emil Davtyan estimates he has spent at least 36.3 hours litigating this matter. Accordingly, Mr. Davtyan's lodestar in this matter is \$48,823.50 (36.3 x \$1,345.00 = \$48,823.50). If Mr. Davtyan were to charge a rate for this type of work by the hour, given his experience and the focus of his practice, his current hourly rate would be \$1,345.00 per hour. A \$1,345.00 rate is warranted based on Mr. Davtyan's years of experience in a highly specialized area of law and his position as the founder and managing partner and is in line with rates suggested by the Laffey Matrix.

54. Additionally, I have reviewed the files for David Yeremian. Managing Partner David Yeremian graduated from UC Berkeley in 1997 and received his law degree and MBA from UCLA in 2001. He is a member of the Los Angeles County Bar Association and the California Employment Lawyers Association. He has been honored as a Super Lawyers Rising Star in 2009, 2010, 2012-2015. He has been named and honored as a Super Lawyer since 2016. In addition to the present case, he is also class or PAGA counsel for other wage-and-hour class-action lawsuits pending in various counties throughout California (including in federal courts). The following is a list of some of his class-action settlements that have received preliminary or final approval: *Galavis v. Patina Restaurant Group, LLC* (LASC BC375225; class size approx. 10,000; co-counsel); *Milford v. ADT Security Services, Inc.* (CACD CV08-2236; class size approx. 2,000; lead counsel); *Carreon v. Wolfgang Puck Catering and Events, LLC* (LASC BC398569; class size approx. 1,400; lead counsel); *Fluke v. RFG Oil, Inc.* (LASC BC403354; class size approx. 1,400; lead counsel); *Urena v. Camachos Restaurant* (LASC BC365913; class size approx. 887; lead counsel); *Smith v. Rio Rancho Pontiac GMC Buick Inc.* (LASC BC391187; class size approx. 860; lead counsel); *Callela v. Dolce Group* (LASC BC364711; class size approx. 600; lead counsel); *Vasquez v. The Hollywood Pig n Whistle LP* (LASC BC335075; class size approx. 600; lead counsel); *Goldman v. Aorta Restaurant Operating LP* (LASC BC379688; class size approx. 300; lead counsel); *Sink-Crilly v. Centex Homes* (CACD CV09-2476; class size approx. 250; lead counsel); *Utley v. Cranbrook Partners Inc.* (LASC BC392813; class size approx. 200; lead counsel); *Garcia v. California Credits Group* (LASC BC353213; class size approx. 160; lead counsel); *Afanasyev v. Miller Infiniti, Inc.* (LASC BC350788; class size approx.

160; lead counsel); *Morris v. Gymboree, Inc.* (LASC BC393270; class size approx. 150; lead counsel); *Ortega v. AJC Sandblasting, Inc.* (LASC BC378806; class size approx. 140; lead counsel); *Lulejyan v. Jim Falk Motors of Beverly Hills, Inc.* (LASC BC398459; class size approx. 72; lead counsel); *Rylko v. The Griddle Café, Inc.* (LASC BC386126; class size approx. 70; lead counsel); *Healy v. Siemens IT Solutions and Services, Inc.* (Santa Clara Superior Court 108CV113479; class size approx. 60; lead counsel). Throughout the course of this litigation, attorney David Yeremian estimates he has spent at least 8.7 hours litigating this matter. Accordingly, Mr. Yeremian's lodestar in this matter is \$13,502.40 (8.7 x \$1,552.00 = \$13,502.40). If Mr. Yeremian were to charge a rate for this type of work by the hour, given his experience and the focus of his practice, his current hourly rate would be \$1,552.00 per hour. A \$1,552.00 rate is warranted based on Mr. Yeremian's years of experience in a highly specialized area of law and his position as managing partner and is in line with rates suggested by the Laffey Matrix.

The below table summarizes Class Counsel's total hours, billables, and costs:

<u>Attorney/Firm</u>	<u>Total Hours</u>	<u>Total Billables</u>	<u>Costs</u>
Kevin Burns (former D.LAW)	79.9	\$48,739.00	
David Keledjian (D.LAW)	41.2	\$48,492.40	
David Arakelyan (D. LAW)	42.3	\$31,725.00	
David Yeremian (D.LAW)	8.7	\$13,502.40	
Emil Davtyan (D.LAW)	36.3	\$48,823.50	
Totals:	208.4	\$191,282.30	\$21,790.57 (see Ex. 2 hereto)

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

Executed on August 26, 2026, in Pasadena, California.



David Arakelyan, Esq.

EXHIBIT 1

EXHIBIT 1

Staff ↓	Entry Date	Duration	Court Billing Description
Kevin Burns	2/15/2024	1.1	Drafted complaint first draft for review
	2/16/2024	0.3	Finalized complaint with edits
	2/20/2024	1	Finalized complaint and drafted PAGA letter
	3/6/2024	0.2	Transferred info from court docs to notes/files
	3/18/2024	0.2	Emailed response to OC starting line of communication and providing LWDA letter per OC request.
	3/22/2024	0.1	Confirmed CMC order filed with case docs
	3/29/2024	0.9	Research into LC 246 private right of action.
	4/1/2024	0.9	Drafted meet and confer email to OC in response to LC 246 issue.
	4/2/2024	2.9	Discussion with OC and research into 246 claim, UCL and damages recoverability.
	4/5/2024	1.3	Worked on SAC with specific pleadings.
	4/5/2024	0.3	Checked court docket, confirmed tasks going forward.
	4/8/2024	0.2	Research RE: MAGISTRATE JUDGE PROGRAM
	4/8/2024	0.5	Research into removal under CAFA, including attorney's fees inputted into the calculations.
	4/8/2024	0.5	Reviewed notice of removal and CAFA calculations.
	4/10/2024	1.1	Drafted FAC with UCL distinctions
	4/11/2024	0.5	Researched requirements of notice for removal from state to federal court to confirm Defendant's compliance.
	4/17/2024	0.5	Further work drafting FAC.
	4/19/2024	0.3	Emailed OC about amended complaint and responsive pleading deadline.
	5/1/2024	1.8	Finished latest draft of FAC with UCL and sick pay issues.
	5/2/2024	0.5	Final revisions for FAC and tasked filing.
	5/13/2024	0.3	Checked email from OC, looked at federal responsive pleading rules, notated next steps.
	5/15/2024	0.2	Checked initial standing order and all other orders to find class cert timeline.
	5/16/2024	0.7	Reviewed law sent by OC regarding derivative UCL claim, began researching for response.
	6/4/2024	3.3	Research for UCL issue after Defendants filed motion to dismiss.
	6/6/2024	8.6	Drafted opposition for motion to dismiss.
	6/7/2024	0.3	Reviewed Scheduling Conference Order and calendared dates.
	6/26/2024	1.1	Preparation for oral argument for motion to partially dismiss.
	6/26/2024	2.2	Preparation for oral argument re: motion to dismiss.
	6/27/2024	3.7	Argued hearing for motion to partially dismiss complaint.
	7/2/2024	0.7	Conducted meet and confer Rule 16 call with OC, talked through issues for scheduling order and mediation.
	7/10/2024	2.3	Drafted joint rule 26 report and scheduling worksheet and emailed to OC for review and filing.
	7/24/2024	0.2	Emailed OC asking about mediator list sent and court updates for motion to dismiss.
	8/2/2024	1	Drafted and sent to OC Plaintiff's initial disclosures.
	8/8/2024	0.2	Confirmed mediation with Lisa Klerman on January 27, 2025.
	8/8/2024	0.4	Reviewed mediation dates sent by OC and gave availability.
	8/13/2024	0.3	Email correspondence with mediator, checked court docket for ruling on motion to partially dismiss.
	9/10/2024	0.2	Checked court docket for decision on motion hearing.
	9/20/2024	0.2	Case check-in and review of court order after dismissal to see amendment possibilities.
	10/9/2024	2.4	Research and internal discussion, beginning to draft amended complaint for UCL issue.
	10/10/2024	3.2	Research into UCL/injunctive relief issue for SAC.
	10/11/2024	2.9	Drafted second amended complaint addressing UCL issue.
	10/24/2024	0.3	Reviewed joint stipulation sent by OC to extend Defendant time to respond to amended complaint, agreed to sign, and emailed OC consent to add my signature and file.
	10/30/2024	0.6	Conversation with OC about mediation date, amended complaint and UCL issue after amending, potential times/dates for briefing, and mediation data requests.
	12/18/2024	0.4	Email exchange with OC ahead of mediation.

		1/22/2025	0.2	Emailed OC about mediation document production, and final counts for class size/workweeks, and PAGA size/payperiods.
		1/29/2025	2.5	Mediation prep, sent data to analyst, communicated with OC about data and documents.
		1/31/2025	0.3	Phone call and texts with client about mediation, documents to be sent.
		2/3/2025	0.4	Reviewed plaintiff legal issues ahead of mediation.
		2/6/2025	0.2	Emailed Oc follow up for mediation information.
		2/13/2025	1.4	Reviewed records for mediation brief.
		2/18/2025	0.6	Research into laws for mediation, including 226(a) violations and willfulness standard for violations.
		2/18/2025	3.4	Drafted mediation brief with exhibits.
		2/18/2025	0.2	Set mediation info up for Feb 19 mediation.
		2/19/2025	7.1	Prep for and appearance at mediation where agreement was reached.
		3/6/2025	0.2	Emailed client info about settlement terms and next steps in MOU.
		3/14/2025	0.6	Spoke to OC about short form agreement, joint stipulation in federal court case.
		3/25/2025	1.2	Reviewed and redlined MOU, talked to client and sent OC update.
		3/26/2025	0.8	Spoke to client about wrongful termination declination, and class settlement info.
		4/4/2025	0.2	Internal discussion about declination for WT claims, sent confirmatory email to client about claims and settlement.
		4/4/2025	0.3	Reviewed case status, tasked final review of MOU changes before requesting client signature.
		4/8/2025	0.3	Reviewed email from client and tasked review of MOU.
		6/30/2025	0.8	Reviewed records sent by OC and mediator's proposal, sent emails to solicit bids for settlement administration.
		7/11/2025	0.1	Reviewed calendar to confirm no further dates.
		10/15/2025	0.2	Text correspondence with client about settlement status.
Subtotal	Sum		71.8	
Emil Davtyan		4/29/2023	1.3	Draft personnel records request to defendant
		7/24/2023	2.3	Review and analyze intake interview notes
		9/20/2023	7.6	Review documents produced by defendant in response to personnel records request
		10/3/2023	2.6	Review additional documents produced by defendant in response to personnel records request
		1/30/2024	5.3	Draft litigation memo
		1/31/2024	2.4	Research defendant
		4/22/2024	5.8	Review documents received from client
		4/23/2024	6.3	Review additional documents from the client
		4/24/2024	2.7	Review additional documents from the client
Subtotal	Sum		36.3	
David Yeremian		1/31/2024	0.9	Review intake summary, file opening docs, and client docs; assign to litigation team.
		2/18/2025	2.7	Review mediation brief and exhibits; review damage model; confer with litigation team re: mediation.
		2/19/2025	5	Attend mediation.
		2/12/2026	0.1	Review correspondence re: approval motion.
Subtotal	Sum		8.7	
David Keledjian		2/16/2024	2.1	Review and Revise Complaint
		2/16/2024	3.6	Review of File and Docs for Claims and theories of liability.
		2/19/2024	1.3	Review and Revise PAGA Letter
		4/1/2024	0.6	Review and revise meet and confer letter to OC Re: Sick Pay issue.
		5/1/2024	0.9	Review and revise FAC with revised allegations.
		5/17/2024	1.9	Review of Defendant's Motion to Dismiss and Supporting Papers and authority.
		6/6/2024	1.7	Review and Revise Opp. to Motion to Dismiss.
		6/27/2024	3.7	attend hearing on Motion to Dismiss.
		7/2/2024	0.7	TC with OC Re: Scheduling Order
		7/10/2024	0.9	Review and Revise joint Report
		8/2/2024	0.4	Review and Revise Initial Disclosures
		2/17/2025	2.8	Review and Revise Mediation Brief.
		2/17/2025	4.6	Review of all pre-mediation data and records for brief (over 320 pages)
		2/18/2025	2.4	Prepare for mediation, including review of expert report and analysis

	2/19/2025	0.2	Prepare for Mediation.
	2/19/2025	6.8	Attend Mediation.
	2/21/2025	0.7	Review and Revise MOU
	11/3/2025	0.3	Review and revise Amended PAGA letter
	2/18/2026	4.7	Review and revise Prelim Motion and all supporting papers.
	3/25/2026	0.9	Review and Revise Supp. Prelim papers.
Subtotal	Sum	41.2	
David Arakelyan	10/28/2025	0.3	Update settlement information; add case to my case list; update dates and deadlines
	10/28/2025	0.3	Draft/send email to OC re: outstanding issue and items
	10/28/2025	0.5	Draft amended PAGA letter
	10/28/2025	1.3	Follow up re: case issues: locate settlement documents and final papers; add to file; review D's comments on amended complaint; finalize the amended complaint; draft joint report for federal court
	10/28/2025	0.2	Review case docket and status of motion for approval
	11/3/2025	0.6	Work on amended complaint; email to OC; draft joint report
	11/3/2025	0.3	Finalize PAGA letter, prepare for filing; send to Jordan and add to file
	11/4/2025	0.1	Look up MOU status and report to Gregg re: SA and MOU
	11/5/2025	0.2	Review FAC with Jordan and make changes
	11/10/2025	0.2	Call with and follow up email to client re: case status and pending issues
	11/10/2025	0.2	Email OC with copy of the settlement agreement and questions
	11/10/2025	0.3	Discuss case status with David K. and follow up items
	11/18/2025	0.2	Review and finalize IND SA
	11/19/2025	0.1	Send signed individual agreement to OC
	11/19/2025	0.1	Call with and follow up email to client re: signing the individual agreement
	11/20/2025	0.2	Retrieve the settlement agreement for class; remove additional pages; add to file; send to Jordan for filing
	11/20/2025	0.2	Check calendar re CMC and prelim motion; create follow up tasks; update case sheet and board;
	11/20/2025	0.1	Follow up with OC re class/PAGA settlement agreement
	11/20/2025	0.1	Retrieve the individual agreement; send to Jordan to add to file; add to Sharepoint
	11/26/2025	0.1	Check re CMC status and update case sheet/CMC sheet
	1/7/2026	0.1	Review case dates and deadlines
	1/27/2026	0.1	Email OC re: joint report submission to Court
	2/11/2026	3.9	Start drafting prelim approval papers
	2/12/2026	0.5	Continue working on prelim approval papers
	2/12/2026	0.1	Correspond with DY re: prelim motion status
	2/12/2026	1.3	Continue drafting prelim motion
	2/12/2026	0.2	Call with client re: settlement process and declaration
	2/12/2026	0.2	Email client re: declaration review
	2/12/2026	0.7	Draft declaration for Plaintiff re: prelim and final approval
	2/17/2026	8	Continue drafting preliminary approval motion
	3/3/2026	0.1	Confirm no need to file a joint report due to the filing of a motion for prelim approval
	3/19/2026	0.3	Review teh tentative; sent to other side; instruct Janet to serve
	3/25/2026	0.1	Voicemail for and email confirmation to client re: settlement agreement revisions
	3/25/2026	0.1	Follow up with Jordan re: re-signing the amended stipulation
	3/25/2026	0.3	Finalize the settlement agreement and send to OC for signatures
	4/14/2026	0.2	Review joint stip from OC and send approval for filing in fed court
	6/16/2026	0.1	Retrieve the weekly report; send to Jordan for filing
	6/18/2026	0.2	Review timeline re: FA motion; note to DK
	6/26/2026	0.1	Retrieve and review weekly report; send to Jordan for filing
	6/30/2026	0.2	Review postcard notice and respond to settlement admin
	7/14/2026	0.1	Review case status and pending deadlines; note to DK
	7/16/2026	0.2	Review dates; email settlement admin re: drafting declaration prior to deadline
	7/16/2026	0.1	Retrieve and review report from settlement admin; send to Jordan to add to file
	7/28/2026	0.1	Follow up with Enoch re: final approval motion
	7/30/2026	0.1	Retrieve and review the report from admin; send to Jordan for processing
	8/5/2026	0.1	Follow up with DK re: FA motion issues
	8/13/2026	0.1	Follow up re: settlement status

		8/13/2026	0.1	Retrieve admin report; send to Jordan for filing
		8/14/2026	0.1	Respond to settlement admin re: revisions to the declaration
		8/14/2026	0.2	Review and revise admin declaration re: FA
		8/17/2026	0.2	Review procedural history and discuss the filings with
		8/18/2026	3	Start drafting FA motion
		8/18/2026	0.1	Reach out to DY re: FA motion
		8/25/2026	4	Draft FA motion
Subtotal	Sum		30.9	

Staff ↓	Entry Date	Duration	Court Billing Description
Kevin Burns	5/6/2024	0.2	Spoke with client on phone about case update and retaliation issues.
	5/6/2024	1.4	Drafted PAGA-only complaint.
	5/20/2024	0.8	Revised PAGA only complaint to prepare for filing.
	6/4/2024	0.3	Reviewed email from OC and responded about staying action.
	6/5/2024	0.2	Call with OC to discuss PAGA-only action potential stay and/or demurrer, as well as potential mediation.
	6/7/2024	0.3	Case check-in, updated case info on notes, reviewed CMC order and case docket.
	7/16/2024	1	Preparation for next steps of case, follow-up on motion hearing and CMC.
	8/9/2024	0.2	Checked court docket and emailed OC asking to withdraw demurrer for action without prejudice pursuant to upcoming mediation.
	8/12/2024	0.1	Emailed OC back about stip to extend time to answer demurrer until after mediation.
	8/19/2024	0.2	Email conference with OC to discuss date for stipulation to continue demurrer hearing until February 2025.
	6/30/2025	0.2	Reviewed case status and next hearing date, added to calendar.
	7/1/2025	0.8	Reviewed joint report sent by OC, redlined and emailed back with authorization to sign and file.
	7/1/2025	0.2	Reviewed email from OC, responded and tasked reviewing joint report.
	7/11/2025	0.2	Reviewed court docket, last minute order, and hearings; sent OC email to draft report and jointly file today.
	7/18/2025	0.1	Internal discussion about hearing and prelim.
	7/21/2025	0.2	Updated court hearing date.
	8/18/2025	0.1	Sent OC administration bid for settlement agreement.
	9/12/2025	1.1	Drafted amended complaint for PAGA action for settlement purposes, tasked review. Reviewed individual settlement agreement and joint stipulation for federal class case and tasked sending to client for signature.
	9/19/2025	0.5	Reviewed amended complaint internally, email to OC for review, confirmed settlement agreement out for signature, case check-in.
	9/23/2025	0.3	Reviewed email from OC, updated case sheet, spoke to client on the phone to go through joint stipulation.
Subtotal	Sum	8.4	
David Arakelyan	11/4/2025	0.1	Respond to OC re: final joint report
	11/4/2025	0.2	Finalize joint report in state court and send to Jordan for filing
	11/18/2025	0.2	Respond to OC re: joint stipulation and settlement timeline
	11/19/2025	0.1	Review and revise joint stip; send email to OC re: submission after executed agreement
	12/3/2025	0.2	Review case issues and update DK; update case sheet; email OC re: motion deadline
	1/13/2026	0.1	Email OC re: approval motion timeline
	1/13/2026	0.1	Discuss approval motion issues with DK
	2/11/2026	0.1	Email Jarrett re: prelim approval declaration
	2/11/2026	0.7	Follow up re: outstanding items concerning prelim approval; call with OC; review settlement agreement; follow up email to OC;
	2/17/2026	0.1	Follow up with Phoenix re: settlement admin quote
	2/17/2026	0.1	Follow up with Apex re: settlement admin quote
	2/18/2026	0.2	Review client email; respond; send declaration; create follow up task to Jordan
	2/23/2026	0.2	Draft/send email to OC re: prelim papers and changes
	2/23/2026	1.8	Review revisions from OC; incorporate changes; further amend my declaration and motion; review and revise notice; proposed order
	2/23/2026	0.6	Review OC changes to prelim papers; discuss with DK; follow up re: notice; follow up with settlement admin re: decl
	2/24/2026	0.3	Follow up with Jordan and make changes to prelim motion for submission
	2/24/2026	0.2	Discuss making changes to the prelim motion per OC request with DK; send confirmation to OC
	2/24/2026	0.1	Finalize motion for filing; follow up with Jordan re TOA/TOC
	2/24/2026	0.3	Make additional revisions to proposed order per OC suggestions; email OC re: changes made and not made
	3/20/2026	0.9	Finalize the changes to SA, notice, draft supplemental declaration per Court tentative and directives at the hearing
	3/20/2026	0.6	Appearance for prelim approval hearing
	3/20/2026	2	Review the tentative ruling and start making changes to the relevant documents/revise settlement agreement and notice; follow up re: remaining outstanding items

	3/25/2026	0.5	Finalize the settlement agreement; follow up re: signatures; send everything to OC; instruct Jordan re: LWDA submission and court submission by Friday
	3/26/2026	0.1	Follow up with Jordan re: supplemental filing with the Court
	4/20/2026	0.1	Email settlement admin re: status
	4/28/2026	0.5	Review the settlement admin timeline, compare to court's order; send to Jordan; email admin re: approval; retrieve updated notice and add to file
	4/28/2026	0.2	Retrieve court order granting prelim; update case sheet with relevant dates and calculate relevant deadlines; send to Jordan for filing; update board with dates and deadlines; create follow up tasks for DA
	4/28/2026	0.1	Follow up with settlement admin re: status of timeline and notice mailer
	5/7/2026	0.1	Review case status and pending items/deadlines; note to DK/DY
	5/19/2026	0.1	Follow up with settlement admin re: notice mailer status
	5/21/2026	0.1	Email settlement admin with confirmation
	5/21/2026	0.3	Review the calculations from the settlement admin; compare to the settlement agreement terms
	6/10/2026	0.1	Retrieve and review settlement admin report; send to Jordan for calendaring
Subtotal	Sum	11.4	

EXHIBIT 2

EXHIBIT 2

Smith v. United Seating and Mobility LLC, et al. (WH and PAGA)

Litigation Costs

Service Date	Details	Provider	Amount
2/29/24	LWDA Submission	LWDA	\$75.00
2/29/24	PAGA Postage	USPS	\$28.65
3/6/24	Summons & Complaint	Rapid Legal	\$1,491.70
3/13/24	Process of Service (United Seating and Mobility LLC)	Rapid Legal	\$82.40
3/14/24	Process of Service (Numotion)	Rapid Legal	\$82.40
5/8/24	Proof of Service of Summons	Rapid Legal	\$13.65
5/22/24	Summons & Complaint (PAGA)	Rapid Legal	\$462.42
5/30/24	Process of Service (Numotion) (PAGA)	Rapid Legal	\$82.40
5/30/24	Process of Service (United Seating and Mobility LLC) (PAGA)	Rapid Legal	\$82.40
6/3/24	Proof of Personal Service (PAGA)	Rapid Legal	\$14.37
6/4/24	Proof of Service by Substituted Service (PAGA)	Rapid Legal	\$14.37
8/29/24	Mediation	LISA KLERMAN	\$11,000.00
9/30/24	Ntc of Change of Address (PAGA)	Rapid Legal	\$11.33
3/23/25	Expert Analysis Fee	Berger Consulting Group	\$7,260.00
5/20/25	Notice of Settlement (PAGA)	Rapid Legal	\$15.01
11/3/25	Amended PAGA Postage	USPS	\$30.87
11/4/25	Joint Status Report (11.04.25) (PAGA)	Rapid Legal	\$15.01
11/5/25	Joint Status Report (11.4.25) (PAGA)	Rapid Legal	\$15.01
11/6/25	First Amended Complaint (PAGA)	Rapid Legal	\$15.01
2/20/26	Federal Document Retrieval	PACER	\$21.80
2/26/26	Mtn for Final Approval (PAGA)	Proceed	\$77.11
3/20/26	Notice of Tentative Ruling, and Notice of Change of Address (PAGA)	Proceed	\$15.01
4/8/26	Additional Expert Anaylsis Fee	Berger Consulting Group	\$747.50
3/28/26	Supplemental Declaration in Support of Motion for Preliminary Approval (PAGA)	Proceed	\$15.01
TBD	Motion for Final Approval (PAGA)	Proceed	\$77.11
TBD	Notice of Entry of Order (PAGA)	Proceed	\$15.01
TBD	Declaration of Settlement Administrator (PAGA)	Proceed	\$15.01
TBD	Request for Dismissal	Proceed	\$15.01

Total

\$21,790.57

EXHIBIT 3

EXHIBIT 3

1 D.LAW, INC.
David Keledjian (SBN 309135)
2 d.keledjian@d.law
David Arakelyan (SBN 337076)
3 d.arakelyan@d.law
4 250 N. Madison Ave., 2nd Floor
Pasadena, CA 91101
5 Telephone: (818) 962-6465
Fax: (818) 962-6469
6

7 Attorneys for Plaintiff DUSTIN SMITH,
on behalf of himself and others similarly situated
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 DUSTIN SMITH, on behalf of himself and
12 all others similarly situated, and the general
13 public,

14 Plaintiffs,

15 vs.

16 UNITED SEATING AND MOBILITY,
17 L.L.C., a Missouri corporation;
NUMOTION, a business entity of
18 unknown form; and DOES 1 through 50,
19 inclusive,

20 Defendant.

Case No.: 24CV010038

*[Assigned For All Purposes to the Honorable
Lauri A. Damrell, Dept. 8B]*

**DECLARATION OF TARUS DANCY ON
BEHALF OF APEX CLASS ACTION, LLC, IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: September 18, 2026
Time: 9:00 a.m.
Location: Department 8B

1 I, Tarus Dancy, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above-captioned *Dustin Smith v. United Seating and*
6 *Mobility, LLC, et al.* matter. On behalf of both Apex and myself, I possess the authority to issue this
7 declaration. I am personally acquainted with the information contained herein, and in the event of being
8 summoned to provide testimony, I am fully capable and willing to provide competent testimony
9 regarding these facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 150 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
20 *Of Proposed Class Action And Paga Settlement And Hearing Date For Court Approval*, in English and
21 Spanish (referred to as “Class Notice”); (b) receiving and processing Requests for Exclusion; (c)
22 resolving disputes among Settlement Class Members regarding the number of workweeks recorded by
23 Defendants during the Class Period, as stated on their individualized Class Notice; (d) calculating
24 individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling
25 tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns
26 and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the
27 terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or
28 as ordered by the Court for Apex to perform.

CLASS DATA AND NOTICE PROCESS

1 4. On April 5, 2026, Counsel for the Plaintiff provided Apex with the Court-approved content for
2 the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval
3 from the Parties' Counsel prior to mailing.

4 5. On May 4, 2026, Counsel for the Defendants provided Apex with the Class Data list, comprising
5 the names, Social Security numbers, last known mailing addresses, and the total number of relevant
6 workweeks and Pay Periods worked for 213 individuals. Apex reviewed and cleansed the data for
7 duplicates, discrepancies, and any potential missing information. The Class List consisted of a total of
8 213 individuals.

9 6. In preparation for the mailing process, all 213 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class
13 Notice. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Class Notice.

17 7. On June 3, 2026, the Class Notice was sent to all 213 individuals listed in the Class List via U.S.
18 First-Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING

20 8. As of the date of this declaration, our office has received 13 returned Class Notices as
21 undeliverable. Apex conducted a computerized skip trace on the 13 returned Class Notices in an attempt
22 to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip-trace effort
23 resulted in obtaining 11 updated addresses, to which we promptly re-mailed the Class Notices via U.S.
24 First-Class Mail.

25 9. As of the date of this declaration, two (2) Class Notices have been considered undeliverable as
26 no updated address was found as a result of skip tracing.

27 ///

1 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

2 10. The Response Deadline was July 20, 2026. An extended Response Deadline for Class Members
3 who received a remailed notice was August 3, 2026.

4 11. As of the date of this declaration, Apex has not received any Request for Exclusion. The deadline
5 for submitting a request for exclusion from the Settlement was July 20, 2026.

6 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
7 deadline for submitting a written objection to the Settlement was July 20, 2026.

8 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
9 deadline for submitting a dispute was July 20, 2026.

10 14. As of the date of this declaration, Apex will report 213 Participating Class Members, constituting
11 100% of the Settlement Class.

12 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

13 15. The total number of workweeks worked by Participating Class Members during the Class Period
14 is 20,754. The Net Settlement Amount available to Participating Class Members is estimated to be
15 (\$440,666.67) and was calculated by subtracting the requested attorneys' fees (\$278,333.33), the amount
16 requested for litigation costs and expenses (\$25,000.00), the requested Class Representative
17 Enhancement Award (\$5,000.00), the requested Settlement Administration Costs (\$6,000.00), and the
18 PAGA Penalties (\$80,000.00) from the Gross Settlement Amount (\$835,000.00).

19 16. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
20 to be approximately \$4,458.90, the *average* Individual Settlement Amount is currently estimated to be
21 approximately \$2,068.86, and the *lowest* Individual Settlement Amount is currently estimated to be
22 approximately \$21.23. These amounts are subject to employee-side tax and withholdings.

23 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$20,000.00) will be allocated to
24 Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved Employees
25 cannot opt out of the PAGA settlement. There are 147 Aggrieved Employees who worked a total of
26 5,300 Pay Periods during the PAGA Period.

1 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$203.77,
2 the *average* Individual PAGA Payment is approximately \$136.05, and the *lowest* Individual PAGA
3 Payment is approximately \$3.77.

4 **ADMINISTRATION COSTS**

5 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
6 and anticipated expenses, amount to \$6,000.00. Apex will proceed with additional tasks related to this
7 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
8 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
9 upon by the Parties or ordered by the Court for Apex to undertake.

10 I declare under penalty of perjury under the laws of the State of California and the United States
11 that the foregoing is true and correct, and that this Declaration was executed this 14th day of August
12 2026, in Irvine, California.

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14 
15 TARUS DANCY
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EXHIBIT A

Dustin Smith v. United Seating and Mobility, LLC, et al.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC» «
«Full_Name»
«Address_1»
«City», «State» «Zip»

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR COURT APPROVAL (“Class Notice”)

Dustin Smith v. United Seating and Mobility, LLC, et al. Case No. 24CV010038

You may be entitled to receive money from a wage and hour Class Action and Private Attorneys General Act lawsuit filed in Sacramento Superior Court against United Seating and Mobility LLC and Numotion. (“Defendants”) entitled *Dustin Smith v. United Seating and Mobility, LLC, et al.* (Case No. 24CV010038)

Admin ID: «Apex_ID»
«Full_Name»
«Address_1»
«City», «State» «Zip»

Please provide current address (if different) here:

*The Superior Court of California, County of Sacramento has authorized this Class Notice.
This is not a solicitation from a lawyer.*

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A PUTATIVE CLASS ACTION COMPONENT OF THE SETTLEMENT IF YOU WERE EMPLOYED BY UNITED SEATING AND MOBILITY LLC dba NUMOTION IN A NON-EXEMPT POSITION IN CALIFORNIA AT ANY TIME BETWEEN MARCH 1, 2021, THROUGH MARCH 7, 2025. YOU MAY ALSO BE ENTITLED TO RECEIVE MONEY FROM THE PRIVATE ATTORNEYS GENERAL ACT COMPONENT OF THE SETTLEMENT IF YOU WERE EMPLOYED BY DEFENDANT UNITED SEATING AND MOBILITY LLC dba NUMOTION IN CALIFORNIA AND CLASSIFIED AS A NON-EXEMPT EMPLOYEE AT ANY TIME BETWEEN MARCH 1, 2023 THROUGH MARCH 7, 2025.

What is a Class Action?

A class action lawsuit is a type of lawsuit where an individual seeks to bring a claim both on behalf of themselves and other individuals, based on the allegation that they have suffered similar harms because of similar conduct. If a Court certifies a class, the group may proceed together rather than file individual separate lawsuits.

What is a Representative or Private Attorneys General Act (“PAGA”) Action?

A representative action under PAGA allows private parties to pursue penalties for alleged labor law violations on behalf of the State of California. If the action results in penalty recovery, 25% of the penalties recovered go to employees and the remaining 75% goes to the State.

Lawsuit Background and Settlement Terms

A proposed Settlement of \$835,000 (the “Total Class Action Settlement Amount”) will be used to pay claims to: all current and former non-exempt employees employed by Defendant UNITED SEATING AND MOBILITY LLC DBA NUMOTION in California during the Class Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification) except for any such individual who submits a timely and valid request for exclusion from the release of the class claims as outlined in the Settlement Agreement. The Class Period is further defined as the time period from March 1, 2021, through March 7, 2025 (the “Class Period” and such employees, the “Class Members”).

The Settlement resolves a lawsuit entitled *Dustin Smith v. United Seating and Mobility, LLC, et al.*, Case No. 24CV010038, filed in the Superior Court of California, County of Sacramento on May 21, 2024 and all amendments to the complaint in that lawsuit (the “Lawsuit”) over whether United Seating and Mobility, LLC (dba Numotion) provided employees with meal and rest periods; properly paid employees for regular and overtime hours worked and provided sick pay; paid wages on time upon termination, provided legally compliant wage statements, indemnified employees for business expenses and the related claims and penalties that would follow from not doing so. This Settlement avoids the costs and risks from continuing the Lawsuit, pays money to Class Members like you, and releases United Seating and Mobility, LLC (dba Numotion)

and related parties from alleged liability. This resolution also pertains to the claims asserted in the matter of *Dustin Smith v. United Seating and Mobility, LLC, et al.*, which was filed in Orange County Superior Court on February 29, 2024, Case No. 30-2024-01383316-CU-OE-CXC, subsequently removed to the United States District Court for the Central District, Case No. 8:24-cv-00747 FWS (DFMx), and the claims in which have been incorporated into this Lawsuit through the filing of the operative First Amended Complaint.

The Court has not made a determination of the validity of any of the claims in the Lawsuit. Defendant denies each and all of the claims and allegations made by the Plaintiff. Defendant maintains that the members of the Class have been paid all monies that were due to them, maintain that it has at all times complied with California’s wage-and-hour laws, and vigorously deny any wrongdoing alleged by Plaintiff. This resolution does not mean any court has determined the allegations have merit but represents the parties’ agreement to resolve instead of litigating. The parties to the Lawsuit disagree as to the probable outcome of the Lawsuit had it not been settled with respect to liability and damages. Accordingly, each Class Member who does not exclude himself or herself from the Settlement (“Participating Class Member”) will receive a payment based on the number of workweeks worked during the Class Period (“Individual Class Payments”). This Settlement is not an admission by Defendant or its affiliates of any liability.

If you are a Class Member, you are also a “PAGA Group Member” if you worked for Defendant during the “PAGA Period,” which is March 1, 2023, through March 7, 2025. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each PAGA Group Member in comparison to the total amount of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period.

PLEASE READ THIS CLASS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.

HOW MUCH WILL I GET?	
<u>Individual Class Payment:</u> Based on United Seating and Mobility, LLC (dba Numotion)’s records, you worked a total number of «Class_Workweeks» Workweeks during the Class Period. Based on your Workweeks it is expected that your Individual Class Payment before payroll taxes is approximately \$«Est_Class_PMT» Each Participating Class Member’s Individual Class Payment will be allocated as follows for tax purposes: 25% as wages, to be reported on an IRS W-2, and which will be reduced for the Class Member’s share of taxes and withholdings; and 75% as interest, penalties, and liquidated damages, which portion shall be reported on an IRS Form 1099, and which will not be subject to reduction for taxes and withholdings. If you do nothing, it is expected that you will receive an Individual Class Payment of approximately \$«Est_Class_PMT» pursuant to the Settlement, and you will be bound by the “Release of Class Members” described in Paragraph 6 below. Although parties 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.	
<u>Individual PAGA Payment:</u> Based on United Seating and Mobility, LLC (dba Numotion)’s records, you worked a total number of «PAGA_Pay_Periods» Pay Periods during the PAGA Period. Based on your Pay Periods it is expected that your Individual PAGA Payment before payroll taxes is approximately \$«Est_PAGA_PMT» One hundred percent (100%) of each PAGA Group Members Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a 1099 Form by the Settlement Administrator. Even if you exclude yourself from the class Settlement, you will still receive a portion of the PAGA Settlement and be bound by the “Release by PAGA Group Members” described in Paragraph 6 below.	

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive an Individual Class Payment and give up your legal rights to pursue claims released by the Settlement of the Lawsuit. If the Court grants final approval of the Settlement, the Administrator will mail your check to the address on file for you. You will have 180 days to cash the check. If you do not cash the check, the money will be deposited with the California Controller’s Unclaimed Property Fund in the Class Member’s (your) name, but you will still be deemed to have released your claims. Class Members are advised to consult the rules of the Unclaimed Property Fund for instructions on how to retrieve their Settlement money.
OPT OUT	Receive no Individual Class Payment and retain your legal rights to pursue putative class claims that would otherwise be released by the Settlement of the Lawsuit. You may opt out by following the procedures set forth below. The opt out procedure applies to the class action Settlement only. You CANNOT opt out of the PAGA Settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Apex Class Action LLC about why you do not like the Settlement, and they will forward your concerns to counsel, which will then be provided to the Court. More information on this process is set forth below.
OBJECT TO THE WORKWEEK CALCULATION	If you feel that you worked a different amount of Workweeks than identified above, you may object to that calculation by following the procedures set forth below.

ATTEND A HEARING	You have the right to attend a fairness hearing that will be conducted by the Court, but you are not required to attend. Regardless of whether you timely file and serve a written objection via fax, mail, or email, you may ask to speak about your objection at the hearing. You can also send a letter to the Settlement Administrator, Apex Class Action LLC, providing notice of your intention to appear and speak at the hearing.
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IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

1. Why did I get this Class Notice?

You were sent this Class Notice because you have a right to know about the proposed settlement in the Lawsuit and about all of your options before the Court rules on whether to finally approve the Settlement. On April 3, 2026, the Court granted preliminary approval of the proposed Settlement. However, the Court must still approve the terms of the proposed Settlement as fair and reasonable. Once approved, the Settlement will affect all Class Members, except those who have properly opted out. This Class Notice explains your legal rights, the terms of the Settlement, what you must do to participate, and the estimated amount of money you may receive. *Please read this entire Class Notice carefully.*

The Court in charge of this case is the Superior Court of California, County of Sacramento. The person who sued is called “Plaintiff,” and the organization they sued is called “Defendant.”

2. What is the Lawsuit about?

In the Lawsuit, Plaintiff Dustin Smith alleged multiple violations of the California Labor Code, the California Business and Professions Code, and the California Private Attorneys General Act (“PAGA”), including causes of action for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages and overtime; (4) failure to pay proper sick pay; (5) failure to provide accurate wage statements; (6) failure to pay all final wages upon separation of employment; (7) failure to indemnify; (8) violation of California Business and Professions Code §§ 17200, *et seq.*; (9) violations of PAGA; and related claims for penalties, interest, attorneys’ fees and costs.

The Court has not ruled on whether Plaintiff’s allegations have any merit. Defendant denies each and all of the claims and allegations made by the Plaintiff. Defendant maintains that the members of the Class have been paid all monies that were due to them, maintain that it has at all times complied with California’s wage-and-hour laws, and vigorously deny any wrongdoing alleged by Plaintiff.

3. Why is there a Settlement?

The parties disagree on the probable outcome of the case with respect to liability, damages, and how much money could be recovered if the Plaintiff won at trial. Defendant believes that the Plaintiff would not prevail if this case went to trial. The Court has not decided in favor of the Plaintiff or Defendant. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation, and they have therefore chosen to resolve their differences by entering into a Settlement. By doing so, the parties can avoid the cost of a trial, yet Class Members are still entitled to receive payments if they comply with the instructions in this Class Notice. The parties entered into this Settlement after arms-length negotiations while using the services of an experienced and neutral mediator.

4. What are the proposed Settlement terms?

Under the proposed Settlement, United Seating and Mobility LLC (dba Numotion) will pay \$835,000.00 to fully and finally resolve all claims in the Action (the “Total Class Action Settlement Amount”). The amount to be distributed to Class Members who do not exclude themselves from the Settlement (the “Net Settlement Fund”) will be the Total Class Action Settlement Amount, minus the following amounts: (a) Settlement Administration Costs of \$6,000.00; (b) enhancement payment to Plaintiff not to exceed \$5,000.00 for his work and efforts in prosecuting this case; (c) Class Counsel’s attorney’s fees not to exceed one-third of the Total Class Action Settlement Amount, or \$278,333.33; (d) reimbursement of Class Counsel’s actual litigation costs and expenses not to exceed \$25,000.00; and (e) payment of \$60,000.00 to the Labor and Workforce Development Agency for its share of the penalties under the PAGA (“LWDA Payment”) and \$20,000.00 for the Individual PAGA Payments to the PAGA Group Members. The attorneys’ fees, litigation costs and expenses, enhancement payment, Settlement Administration Costs, and LWDA Payment are all subject to Court approval. The Net Settlement Amount will be used to pay Class Members their Individual Class Payment, a pro-rata payment based on the number of workweeks each Class Member worked during the Class Period.

If you do not dispute your workweek calculation and do not opt out of the Settlement, you will be bound by the Settlement and release of claims and will receive a Settlement Payment. **In other words, you do not need to take any action to receive your Individual Class Payment.**

5. When would I get my Payment?

The Court will hold a hearing on **September 18, 2026, at 9:00 a.m. in Department 8B of the Tani G. Cantil-Sakauye Sacramento Superior Courthouse at 500 G Street, Sacramento, CA 95814** to decide whether to grant final approval of the proposed Settlement. If the Court approves the Settlement and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. To check on the progress of the Settlement, call the Settlement Administrator at 1-800-878-0700 or contact Class Counsel (see below for Class Counsel’s contact information). *Please be patient.*

Class Members will have 180 days to cash their checks after receipt. The value of all Settlement checks that remain uncashed after 180 days will be distributed to the Controller of the State of California.

6. What am I releasing?

Effective on the date when Defendant fully funds the entire Total Class Action Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Class Members will release claims against Defendant and all of its current or former parent companies, subsidiary companies and/or related companies, partnerships, joint ventures, affiliates, divisions, and/or staffing agencies, and, with respect to each of them, all of their and/or such related entities’ predecessors and successors, and, with respect to each such entity,

all of its past, present, and/or future, direct and/or indirect employees, officers, partners, principals, directors, stockholders, managers, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), investors, and any other persons acting by, through, under, or in concert with any of the persons or entities listed herein, and their successors (“Released Parties”) as follows:

Release by Participating Class Members:

Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties of and from all claims, rights, demands, liabilities, penalties, wages, and causes of action, arising from, or related to, or that were pled, or that could have been pled, based on the facts and allegations in the operative First Amended Complaint in the Action during the Class Period, this includes but is not limited to, all causes of action and factual or legal theories that were alleged in the operative complaints in the Action or reasonably could have been alleged based on the facts contained in the operative complaints of the Action, including the claims that at issue in the First Amended Complaint as described in Paragraph 24 herein, including all of the following claims for relief: (a) failure to provide proper meal periods, and/or to properly provide premium pay in lieu thereof; (b) failure to provide proper rest periods, and/or to properly provide premium pay in lieu thereof; (c) failure to pay wages due, including but not limited to minimum wages, straight-time wages, overtime wages, vacation pay, sick pay, meal period premiums, rest period premiums, reporting time wages, split differentials, and bonuses; (d) failure to provide complete, accurate or properly formatted wage statements; (e) failure to maintain accurate records of hours worked and meal periods; (f) failure to pay all wages timely at the time of termination and/or during employment; (g) failure to reimburse for all necessary expenditures or losses, including but not limited to costs associated with personal cell phone usage, internet use, phone maintenance, washing company vehicles, and maintaining company vehicles; (h) unfair business practices for sick pay, including the failure to provide sick pay and/or payments on wage statements; (i) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (j) any other claims or penalties under the wage and hour laws pleaded in the Action; and (k) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the Release. Defendant shall be entitled to a release of Released Claims which occurred during the Class Period only during such time that the Settlement Class Member was classified as non-exempt, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside of the Class Period.

This means that if you do nothing, choose not to opt out of this Settlement, and receive an Individual Class Payment, you will not be able to file a lawsuit against United Seating and Mobility LLC (dba Numotion) for the same claims or issues above.

The time period covered by this release is March 1, 2021, through March 7, 2025. This release does not apply to claims for workers’ compensation benefits, unemployment insurance benefits, or any other claim or right that, as a matter of law, cannot be waived or released.

Release by PAGA Group Members:

PAGA Group Members 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 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notices, including but not limited to claims for: (a) failure to provide proper meal periods, and/or to properly provide premium pay in lieu thereof; (b) failure to provide proper rest periods, and/or to properly provide premium pay in lieu thereof; (c) failure to pay wages due, including but not limited to minimum wages, straight-time wages, overtime wages, vacation pay, sick pay, meal period premiums, rest period premiums, reporting time wages, split differentials, and bonuses; (d) failure to provide complete, accurate or properly formatted wage statements; (e) failure to maintain accurate records of hours worked and meal periods; (f) failure to pay all wages timely at the time of termination and/or during employment; (g) failure to reimburse for all necessary expenditures or losses, including but not limited to costs associated with personal cell phone usage, internet use, phone maintenance, washing company vehicles, and maintaining company vehicles; (h) unfair business practices for sick pay, including the failure to provide sick pay and/or payments on wage statements; (i) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (j) any other claims or penalties under the wage and hour laws pleaded in the Action; and (k) all damages, penalties, interest, attorneys’ fees and other amounts recoverable under said claims, causes of action or legal theories of relief (collectively, the “PAGA Released Claims”). The period of the Release shall extend to the limits of the PAGA Period. The res judicata effect of the Judgment will be the same as that of the Release. The PAGA release herein is expressly limited to claims for civil penalties under the PAGA.

7. How can I opt out of this Settlement?

You can opt out of this Settlement and retain your rights. To do so, you must submit a written, signed request to opt out of the Settlement. You will have 45 days from the date of mailing of this Class Notice to do so. A request to opt out of the Settlement must be signed and in writing and should reasonably communicate your election to be excluded from the Settlement and include your name, address, and email address or telephone number.

Your Opt-Out request must be emailed, faxed or mailed to the Settlement Administrator, Apex Class Action LLC, PO Box 54668, Irvine, CA 92619, fax: 949-878-3536 and be postmarked no later than **July 20, 2026**, or it will not be considered and you will be bound by the Settlement.

8. Do I have a lawyer in this case?

The Court has appointed Emil Davtyan, David Yeremian, David Keledjian, and David Arakelyan of D.LAW, INC., 250 N. Madison Ave., 2nd Floor, Pasadena, CA 91101, telephone 818.962.6465 to represent you and other Class Members in the Lawsuit. These lawyers are called Class

Counsel. They will be compensated from the Total Class Action Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

9. How will the lawyers be paid?

Class Counsel will ask the Court to award them fees up to 1/3 (one-third) of the Total Class Action Settlement Amount and reasonable litigation costs. Class Counsel will also ask the Court to award them costs incurred in connection with the Lawsuit. The Court may choose to award less than the amount requested by Class Counsel.

10. How do I tell the Court that I do not like the Settlement?

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it. You cannot ask the Court to order a larger Settlement; the Court can only approve or deny the Settlement. If the Court denies the Settlement, no Settlement Payments will be sent out, and the Lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed Settlement in writing, via mail, email, or fax. You may also appear at the Final Approval Hearing, either in person or through your own attorney. You may appear at the Final Approval Hearing to object to the Settlement without having filed a written objection beforehand. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Dustin Smith v. United Seating and Mobility, LLC*, Case No. 24CV010038), (b) be submitted to the Settlement Administrator, Apex Class Action LLC located at PO Box 54668, Irvine, CA 92619, and (c) be filed or postmarked on or before **July 20, 2026**. Be sure to include your name, your address, the specific reasons you object to the terms of the Settlement, and your signature.

Please note, only participating Class Members may send written objections to the class action Settlement components of the Lawsuit. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice.

11 How do I dispute my Workweek and/or Pay Period calculation?

To dispute the number of Workweeks and Pay Periods with which you have been credited, you must submit evidence to the Settlement Administrator showing that the workweek information is inaccurate. Such evidence may be faxed, emailed, or mailed to the Settlement Administrator at Apex Class Action LLC located at PO Box 54668, Irvine, CA 92619, and postmarked on or before **July 20, 2026**. The Settlement Administrator will address and decide on Class Member disputes over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a fairness hearing on **September 18, 2026, at 9:00 a.m.** at the Superior Court of California, County of Sacramento, Department 8B, Tani G. Cantil-Sakauye Sacramento Superior Courthouse at 500 G Street, Sacramento, CA 95814. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections and they have been properly lodged, the Court will consider them. The Court will also listen to Class Members who have asked to speak at the hearing. If you desire to appear at the final approval hearing, you can do so by going to Court in person or remotely by joining via Department 8B's Zoom link or phone number.

To join by Zoom, please use the following link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>;

To join by phone, please call (833) 568 – 8864, and enter ID: 16184738886.

The Court will consider whether to approve attorneys' fees and costs in the amount requested by Class Counsel. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

13. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have, but you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

14. What happens if I do nothing at all?

You will participate in the Settlement and receive payment. You will be bound by the release as set forth herein.

GETTING MORE INFORMATION

This Class Notice summarizes the proposed Settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. You may call 1-800 -355-0700 or write to the Settlement Administrator, Apex Class Action LLC located at PO Box 54668, Irvine, CA 92619.



You can also access the Superior Court of California, County of Sacramento Case Calendar and Query at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>, or by visiting the Clerk's Office at the Superior Court of California, County of Sacramento, Tani G. Cantil-Sakauye Sacramento Superior Courthouse located at 500 G Street, Sacramento, CA 95814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT'S COUNSEL TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT 4

EXHIBIT 4

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
David Keledjian (SBN 309135)
d.keledjian@d.law
David Arakelyan (SBN 337076)
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450 N. Brand Blvd. Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiff DUSTIN SMITH, on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

DUSTIN SMITH, on behalf of himself and
all others similarly situated, and the general
public,

Plaintiffs,

vs.

UNITED SEATING AND MOBILITY,
L.L.C., a Missouri corporation;
NUMOTION, a business entity of
unknown form; and DOES 1 through 50,
inclusive,

Defendant.

Case No.: 24CV010038

*[Assigned for All Purposes to the Honorable
Lauri A. Damrell, Dept. 22]*

**DECLARATION OF DUSTIN SMITH IN
SUPPORT OF PLAINTIFF’S UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL
OF THE PARTIES’ CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Date: March 20, 2026
Time: 9:00 a.m.
Location: Department 22

Complaint Filed: May 21, 2024
FAC Filed: November 5, 2025

DECLARATION OF DUSTIN SMITH

I, Dustin Smith, declare:

1. I am over the age of eighteen and submit this Declaration in support of the Motion for Preliminary Approval of the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement") entered into between me, on behalf of other similarly situated employees of Defendants UNITED SEATING AND MOBILITY, LLC and NUMOTION ("Defendants") and Defendants ("Plaintiff and Defendants collectively referred to herein as "the Parties"). (*See* Declaration of David Arakelyan ("Arakelyan Decl."), Exhibit 1, Settlement Agreement). I understand that I am submitting this Declaration in support of preliminary and final settlement approval in this action and my requested Class Representative Service Payment of up to \$5,000.00. I have personal knowledge of the facts herein, and if called as a witness, I could and would competently testify to them.

2. I am currently a resident of California, and I was employed by Defendants during the relevant period as an hourly employee. I worked as a Field Repair Technician for Defendant and my job duties entailed repairing motorized and manual wheelchairs, evaluating and addressing customer needs, and contacting manufacturers for assistance. From my experience and the documents and information I have reviewed from this action, I believe Defendants' policies are or were uniformly applied to all other non-exempt employees in California. I believe I am similarly situated to the other Class Members as they have been defined in the Settlement Agreement.

3. I understand that I am asking to be approved to serve as the class representative for the Class Members in this action, which I understand is defined as "as all current and former non-exempt employees employed by Defendant in California during the Class Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) except for any such individual who submits a timely and valid request for exclusion from the release of the class claims as outlined in the Settlement Agreement. The Class Period is further defined as the time period from March 1, 2021, through March 7, 2025. I also understand that I am serving as the representative plaintiff on behalf of other similarly situated and aggrieved employees/PAGA Group Members in

1 California in connection with the class action and representative claims.

2 4. I retained the law firm of D.Law, Inc. to represent me in this class action lawsuit
3 against Defendants for the alleged practices and violations as now stated in the operative First
4 Amended Complaint (“Operative Complaint”).

5 5. The Operative Complaint resulted from multiple conversations I had with my
6 attorneys and their staff regarding Defendants’ policies and practices. I also understand that the
7 Operative Complaint has alleged, among other things, that Defendant failed to provide us with meal
8 periods and rest breaks, failed to provide accurate wage statements, failed to pay sick pay, failed to
9 timely pay all final wages, as well as reimbursements for the necessary business expenses as
10 required under California law.

11 6. I believe that I am similarly situated to all other Class Members and aggrieved
12 employees who worked for Defendants during the Class Period and who were similarly affected by
13 Defendants’ policies and practices. I believe my claims against Defendants are typical of the other
14 Class Members, as the claims asserted in the Operative Complaint are also shared by the other Class
15 Members.

16 7. From the beginning of my involvement in this case and prior to filing the initial
17 Complaint, my attorneys informed me about what it meant to be a class representative. I understood
18 that I was expected to represent the other employees’ interests, placing them ahead of my own. I
19 signed an acknowledgment of my duties as a class representative at the outset of this action. I
20 understood and believed that the way that Defendants failed to pay me for my hours worked was
21 the same as the way it failed to pay all other employees who worked for Defendant.

22 8. I believe that my interests have been and continue to be aligned with all Class
23 Members, and I have been and am willing to continue to pursue the Class Members’ claims
24 vigorously on our collective behalf. As a result, I believe I do not have any interests that are adverse
25 to the interests of the Class Members.

26 9. I understood it was my responsibility to actively participate in the lawsuit to
27 safeguard the interests of other Class Members and to ensure that my interests were not in conflict
28 with those of the other employees. I did so to the best of my ability, and I believe I have maintained

1 the best interests of the Class Members. I have actively participated in this litigation and have been
2 updated on the progress of the case. I have provided documents to Class Counsel in support of the
3 class claims and spent many hours discussing my claims and information regarding my employment
4 by Defendants. I have also invested significant time and efforts in performing my duties on behalf
5 of the Class, including during the initial complaint drafting process, in response to informal
6 discovery before mediation, speaking with Class Counsel about other witnesses, and answering
7 questions in connection with the mediation, ongoing settlement negotiations, and now throughout
8 the preliminary and final Settlement approval process.

9 10. I have spent time communicating with Class Counsel to receive answers to my
10 questions or updates on the case's progression. I estimate I have devoted approximately at least **30**
11 **hours** of my time to this action and vigorously representing the interests of the Class Members,
12 including by performing the following:

13 a. Researching the issues and claims I could bring against Defendants and
14 talking to my attorneys about initiating this action;

15 b. Being interviewed in detail by my counsel regarding the working conditions
16 we operated under for Defendants, my experience working with Defendants, and the policies and
17 practices that applied to my employment and the employment of the other similarly situated
18 employees;

19 c. Searching for and gathering relevant documents in my possession and
20 providing them to my attorneys, and reviewing all documents produced by Defendants;

21 d. Speaking with and informing my attorneys of the identities of potential
22 witnesses and Class Members and responding to questions from counsel in preparation for
23 mediation;

24 e. Preparing for the mediation session, reviewing settlement-related documents,
25 and working with counsel to prepare and provide executed final versions of the Settlement
26 Agreement. I have also worked with counsel in connection with the motion for preliminary approval
27 of the Settlement Agreement in drafting this Declaration and will also do so as necessary in
28 connection with final approval; and

f. Regularly receiving and responding to correspondence and phone calls from my attorneys regarding the claims and case status, the settlement, and other related documents.

11. I have chosen to serve as a class representative despite my concerns about how my role in this class action may adversely affect my prospects for future employment given that this class action and the settlement is public information accessible by prospective employers.

12. I have reviewed with my counsel the Settlement Agreement we have negotiated with Defendant in this action on behalf of the Class Members. I agreed to the terms because I believe the Settlement is fair and reasonable. I understand that once the Court grants preliminary approval of the Settlement and to me serving as the class representative, the action will proceed with settlement administration and then the final approval process.

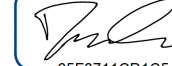
13. I have not yet received any consideration or promises that are different than any of the other Class Members. In my opinion, the Class Representative Service Payment of \$5,000.00 is fair and reasonable given the risks I have taken, the tasks I have performed, the time I have invested, and the real benefit that the Class Members will receive from the Settlement.

14. I understand my requested Class Representative Service Payment is subject to the Court's final approval and discretion, and I respectfully request that the Court approve it and approve me to serve as the class representative for settlement purposes.

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

Executed this 19th day of February 2026, at Long Beach, California.

DocuSigned by:



DUSTIN SMITH

EXHIBIT 5

EXHIBIT 5

EXHIBIT 6

EXHIBIT 6

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.

LAFFEY MATRIX

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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.