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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]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND REQUEST FOR
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE'S 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

1 **[PROPOSED] FINAL ORDER GRANTING FINAL APPROVAL**

2 The Parties reached a Settlement subject to Court approval as represented in the Class
3 Action and PAGA Settlement Agreement (“Settlement Agreement”), attached as Exhibit 1 to the
4 Declaration of David Arakelyan in Support of Plaintiff’s Motion for Preliminary Approval of
5 Class Action and PAGA Settlement (“Motion”), filed with this Court on March 26, 2026.

6 On April 3, 2026, this Court granted Plaintiff’s Motion for Preliminary Approval of Class
7 and Representative Settlement (the “Preliminary Approval Order”) and Class Notice. Due and
8 adequate notice having been given to the Class as required in said Preliminary Approval Order,
9 and the Court having considered all papers filed and proceedings had herein and otherwise been
10 fully informed in the matter, and good cause appearing therefor, hereby orders:

11 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
12 incorporated herein by reference, this Court finds that the applicable requirements of the
13 California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court
14 have been satisfied with respect to the Class and the proposed Settlement. The Court hereby
15 makes final its earlier provisional certification of the Class, as set forth in the Preliminary
16 Approval Order.

17 2. This Order Granting Final Approval of Class Action and PAGA Settlement hereby
18 adopts and incorporates by reference the terms and conditions of the Parties’ Settlement
19 Agreement, together with the definitions of terms used and contained therein.

20 3. The Court finds that it has jurisdiction over the subject matter of the Class Action
21 and over all Parties to the Class Action, including all members of the Class.

22 4. Class Members means all current and former non-exempt employees employed by
23 Defendant in California during the Class Period (or if any such person is incompetent, deceased,
24 or unavailable due to military service, the person’s legal representative or successor in interest
25 evidenced by reasonable verification) except for any such individual who submits a timely and
26 valid request for exclusion from the release of the class claims as outlined in the Settlement
27 Agreement. The Class Period is further defined as the time period from March 1, 2021, through
28 March 7, 2025.

1 5. PAGA Group Members (also Aggrieved Employees) means current and former
2 non-exempt employees of Defendant employed in California at any time during the PAGA Period,
3 which is March 1, 2023, to March 7, 2025 (the “PAGA Period”).

4 6. The Class Notice given to the Class Members fully and accurately informed the
5 Class Members of all material elements of the proposed Settlement and of their opportunity to
6 object to or comment thereon and was the best notice practicable under the circumstances; was
7 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
8 State of California, the United States Constitution, due process, and other applicable law. The
9 Class Notice fairly and adequately described the Settlement and provided Class Members
10 adequate instructions and a variety of means to obtain additional information; provided Class
11 Members with a full opportunity and the means to seek exclusion; and described to Class
12 Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A
13 full opportunity has been afforded to the Class Members to participate in the Final Approval
14 Hearing, and all Class Members and other persons wishing to be heard have been heard.
15 Accordingly, the Court determines that all Class Members are bound by this Order and Judgment.
16 There are zero objections and zero opt outs to the class portion of the Settlement.

17 7. The Court has considered all relevant factors for determining the fairness of the
18 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
19 particular, the Court finds that the Settlement was reached following meaningful discovery and
20 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
21 adversarial, and arm’s-length negotiations between the Parties; and that the terms of the
22 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
23 considered all evidence presented, including evidence regarding the strength of the Plaintiff’s
24 case; the risk, expense, and complexity of the claims presented; the likely duration of further
25 litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery
26 completed; and the experience and views of Class Counsel. Accordingly, the Court hereby
27 approves the settlement as set forth in the Settlement Agreement and expressly finds that said
28 Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire

1 Settlement Class and hereby directs implementation of all remaining terms, conditions, and
2 provisions of the Settlement Agreement.

3 8. The Court hereby approves the Gross Settlement Amount of \$835,000.00

4 9. The Court hereby approves the Net Settlement Amount of \$443,876.10.

5 10. The Court hereby approves attorneys' fees to Class Counsel in the amount of
6 \$278,333.33 as compensation for all attorney time spent on this matter from inception through
7 and including the final Settlement Fairness Hearing.

8 11. The Court hereby approves reimbursement of litigation costs of \$21,790.57 to
9 Class Counsel.

10 12. The Court hereby approves the payment of costs to the Administrator, Apex Class
11 Action LLC, in the amount of \$6,000.00.

12 13. The Court hereby approves Class Representative Service Payment in the amount
13 of \$5,000.00 to Plaintiff Dustin Smith in consideration and exchange for Plaintiff's contributions
14 to the Class. The Court finds these amounts are request fair and reasonable.

15 14. The Court hereby approves the allocation of \$80,000.00 to the settlement of the
16 PAGA claims, of which \$60,000.00 shall be payable to the Labor Workforce Development
17 Agency ("LWDA") and \$20,000.00 shall be payable to the Aggrieved Employees.

18 15. No other costs or fees relief shall be awarded, either against Defendant or any other
19 of the Released Parties, as defined in the Settlement Agreement.

20 16. The Administrator shall mail all Participating Class Members their settlement
21 checks enclosed in an envelope bearing the notation, "YOUR CLASS ACTION SETTLEMENT
22 CHECK IS ENCLOSED."

23 17. Participating Class Members shall have up to 180 days from the date of mailing to
24 negotiate their settlement distribution check.

25 18. If (i) any of the Participating Class Members are current employees of the
26 Defendant, (ii) the settlement distribution checks mailed to those Participating Class Members is
27 returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to locate
28 a valid mailing address, the Administrator shall arrange with the Defendant to have those

1 settlement distribution checks delivered to the Participating Class Members at their place of
2 employment.

3 19. Upon entry of Judgment by the Court in accordance with the Settlement
4 Agreement:

5 a. All Participating Class Members, on behalf of themselves and their respective
6 former and present representatives, agents, attorneys, heirs, administrators, successors, and
7 assigns, release Released Parties from all claims that were pled, or reasonably could have been
8 pled based on the facts alleged in the Operative Complaint against Defendant that accrued during
9 the Class Period (the “Released Class Claims.”) The Released Class Claims apply to claims
10 arising during the Class Period (March 1, 2021, through March 7, 2025.)

11 b. All Aggrieved Employees are deemed to release, on behalf of themselves and their
12 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
13 and assigns, the Released Parties from all claims for civil penalties or other remedies recoverable
14 under Labor Code Section 2698, et seq. (“PAGA”), which were pled, or could have been pled
15 based on the facts alleged in the PAGA Notice, against Defendant that accrued during the PAGA
16 Period (the “Released PAGA Claims”). The Released PAGA Claims apply to claims arising during
17 the PAGA Period (March 1, 2023, to March 7, 2025.)

18 c. Plaintiff released the Released Parties in accordance with Part V, Sections 16 and
19 17 of the Settlement Agreement.

20 20. The Court further finds that nothing contained in the Settlement Agreement, the
21 Preliminary Approval Order, this Final Approval Order and Judgment, or any other Order entered
22 in this action shall in any way or manner constitute an admission that any of the allegations against
23 Defendant and all of Defendant’s former and present officers, directors, subsidiaries, affiliates,
24 shareholders, members, agents, principals, predecessors and successors in interest, owners and
25 parents, attorneys, and assigns, to any of the claims and causes of action asserted by the Class
26 Members or Aggrieved Employees, or any member or employee thereof, and shall not be offered
27 in evidence in any action or proceeding against Defendant, or any other Released Parties in any
28 court, administrative agency, or other tribunal for any purpose whatsoever, other than to the extent

1 necessary to enforce the provisions of the Settlement Agreement or this Order. This paragraph
2 shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties of
3 Defendants under the Settlement Agreement and this Final Order and Judgment.

4 21. Neither Defendant nor any related persons or entities shall have any further
5 liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or liability,
6 except as provided in the Settlement Agreement.

7 22. By operation of the entry of this Order, as of the Effective Date, the parties are
8 ordered to perform their respective duties and obligations under the Settlement Agreement.

9 23. The date for the settlement compliance hearing is **May 28, 2027, at 10:30 a.m.** At
10 least 15 days prior to the settlement compliance hearing, Class Counsel shall file a declaration
11 regarding the status of the distribution of the settlement funds. If the Court is satisfied that the
12 settlement funds have been fully distributed, no appearance will be required at the settlement
13 compliance hearing.

14 **JUDGMENT**

15 In accordance with, and for the reasons stated in the Final Approval Order, judgment shall
16 be entered whereby Plaintiff Dustin Smith and all Participating Class Members shall take nothing
17 from Defendant, except as expressly set forth in the Settlement Agreement.

18 Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the
19 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
20 action, the Plaintiff Joshua Barrantes, Class Members, and Defendant, for the purposes of:

21 (a) supervising the implementation, enforcement, construction, and interpretation of
22 the Settlement Agreement, the Preliminary Approval Order, the plan of allocation,
23 the Final Approval Order, and the Judgment; and

24 (b) supervising distribution of amounts paid under this Settlement.

25 **IT IS SO ORDERED.**

26 Dated: _____

27 _____
28 Honorable Lauri A. Damrell
Judge of the Superior Court