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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]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S 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

ORDER

Plaintiff DUSTIN SMITH (“Plaintiff”), on behalf of himself and other similarly situated employees of Defendants UNITED SEATING AND MOBILITY, LLC and NUMOTION (“Defendants”) (collectively, “the Parties”), filed an unopposed Motion for Preliminary Approval of the Parties’ Class Action and PAGA Settlement Agreement (“Settlement Agreement”). The Motion was set for hearing on March 20, 2026, at 9:00 a.m. in Department 22 of the Gordon D. Schaber Superior Court of Sacramento Superior Court located at 720 9th Street, Sacramento, CA 95814. The Court, having considered the Settlement Agreement (attached as Exhibit 1 to the Declaration of David Arakelyan) and the Notice of Proposed Class Action and PAGA Settlement (“Class Notice”) (attached as Exhibit A to the Settlement Agreement and hereto), the submissions of counsel, and all other papers filed in this litigation, hereby ORDERS as follows:

1. Plaintiff’s Motion for Preliminary Approval of the Parties’ Settlement Agreement is GRANTED;

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein will have the same meaning as in this Order;

3. The Court conditionally certifies a Class consisting of all current and former non-exempt employees employed by Defendants 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.

4. The class action settlement contemplated by the Settlement Agreement is preliminarily approved based upon the terms set forth in the Settlement Agreement. The Settlement appears to be fair, adequate, and reasonable for the Class and falls within the range of reasonableness that could ultimately be granted final approval by the Court.

5. The Court preliminarily finds, for settlement purposes only, that the Settlement Class meets (i) the ascertainability and numerosity requirements; (ii) the commonality

1 requirement because, in the absence of class certification and settlement, each individual Class
2 Member would have to litigate core common issues of law and fact, all relating to Defendants'
3 alleged wage-and-hour violations asserted in the Action; (iii) the typicality requirement because
4 Plaintiff's and Class Members' claims all arise from the same alleged events and course of
5 conduct, and are based on the same legal theories; and (iv) the adequacy of representation
6 requirement because Plaintiff has the same interests as all members of the Class and is
7 represented by experienced and competent counsel. The Court further finds, preliminarily and for
8 settlement purposes only, that common issues predominate over individual issues in this litigation
9 and that class treatment is superior to the other means of resolving this dispute. This finding is
10 without prejudice to Defendant's arguments against certification if the settlement is not fully and
11 finally approved.

12 6. The preliminary approval of the class action settlement includes the approval for
13 purposes of the Settlement of Emil Davtyan, David Yeremian, David Keledjian, and David
14 Arakelyan of D.Law, Inc. as Class Counsel, Plaintiff Dustin Smith as Class Representative, and
15 Apex Class Action ("Apex") as the Administrator. Class Counsel is authorized to act on behalf of
16 the Class Members with respect to all acts or consents required by or which may be given
17 pursuant to the Settlement Agreement and such other acts reasonably necessary to consummate
18 the Settlement. The Administrator is authorized to perform such acts as set forth in this Order and
19 the Settlement Agreement.

20 7. The Court grants approval of the PAGA settlement pursuant to the terms and
21 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
22 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
23 § 2699(1)(2).

24 8. The Class Notice advises the Class of the material terms and provisions of the
25 Settlement, the procedure for approval thereof, and their rights with respect thereto, and is
26 approved as to form and content. The Court approves the procedures set forth in the Settlement
27 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set
28 forth in the Class Notice.

1 9. The Class Notice will be sent in a Class Notice packet by first-class mail to the
2 Class Members in accordance with the schedule set forth in the Settlement Agreement. The dates
3 selected for the mailing and distribution of the Class Notice, and the other dates as set forth in the
4 Settlement Agreement, meet the requirements of due process and provide the best notice
5 practicable under the circumstances, and will constitute due and sufficient notice to all persons
6 entitled thereto.

7 10. Each Class Member who wishes to be excluded from the Class portion of the
8 Settlement must submit a written request to be excluded from the Class portion of the Settlement
9 by the Response Deadline set forth in the Class Notice, which is 45 days after the Administrator
10 mails Notice to Class Members (plus an addition 14 calendar days beyond the Response Deadline
11 for Class Members whose Class Notice is re-mailed). To be valid, the written Request for
12 Exclusion must include the Class Member's name, the Class Member's address, a request that the
13 Class Member wishes to be excluded from the Settlement, and the Class Member's signature.
14 Any Class Member who does not submit a timely request to be excluded from the class portion of
15 the Settlement consistent with the terms of the Settlement Agreement shall be bound by the terms
16 of the Settlement Agreement.

17 11. Only Participating Class Members may object to the class portion of the
18 Settlement, including contesting the fairness of the Settlement and/or amounts requested for the
19 Class Representative Service Payment, Administration Expense Payment, and/or Class Counsel
20 Fees Payment, and Class Counsel Litigation Expenses Payment for litigation costs incurred in
21 pursuing this Action. Participating Class Members may send written objections to the
22 Administrator by the deadline set forth in the Class Notice, which is not later than 45 days after
23 the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members
24 whose Class Notice was re-mailed). Participating Class Members may also appear in Court (or
25 hire an attorney to appear in Court at their own expense) to present verbal objections at the Final
26 Approval Hearing.

27 12. A Final Approval Hearing on the question of whether the proposed Settlement,
28 Class Representative Service Payment, Administration Expense Payment, Class Counsel Fees

1 Payment, and Class Counsel Litigation Expenses Payment should be approved as fair, reasonable,
2 and adequate as to the Class and whether the Settlement should be given final approval is
3 scheduled on: _____, 2026 at 9:00 a.m. Plaintiff shall file a motion for final
4 approval of the Settlement no later than 16 court days prior to the Final Approval Hearing.

5 13. The Settlement Agreement will not be construed as an admission or evidence of
6 either liability or the appropriateness of class certification in the non-settlement context, as more
7 specifically outlined in the Settlement Agreement. Entry of this Order is without prejudice to the
8 rights of Defendant to oppose certification of a class in this Action should the proposed
9 Settlement not be granted final approval. If, for any reason, the Court does not grant final
10 approval of the Settlement, all evidence and proceedings held in connection therewith shall be
11 without prejudice to the status quo ante rights of the parties to the litigation as more specifically
12 set forth in the Settlement Agreement.

13 14. All further proceedings in this Action are stayed except such proceedings
14 necessary to review, approve, and implement this Settlement.

15 15. The Court finds that all required notifications and submissions to the California
16 Labor and Workforce Development Agency ("LWDA") about the Settlement Agreement and
17 Motion have been made by Plaintiffs in the time and manner specified under PAGA.

18 16. In the event that the Settlement does not become effective in accordance with the
19 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
20 the extent provided by and in accordance with the Stipulation and shall be vacated, and, in such
21 event, all orders entered and releases delivered in connection herewith shall be null and void to
22 the extent provided by and in accordance with the Stipulation, and each party shall retain his or its
23 rights to proceed with litigation of the Actions.

24
25 **IT IS SO ORDERED.**

26
27 Dated: March ____, 2026

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