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Attorneys for Plaintiff DUSTIN SMITH

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, *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, *Defendants.*	Case No.:24CV010038 CLASS ACTION Assigned for All Purposes To: Hon. Peter K Southworth Dept.: 8B **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT** *Hearing held on:* Date: September 19, 2026 Time: 09:00 a.m. Department: 8B

TO THE COURT AND DEFENDANTS AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on September 19, 2026, at 09:00 a.m. in Department 8B of the Sacramento County Superior Court, Counsel for Plaintiff Dustin Smith("Plaintiff"), on behalf of himselg and other similarly situated employees of United Seating and Mobility L.L.C. and Numotion., ("Defendant") (collectively, "the Parties"), appeared before the Court for a hearing on Plaintiff's Motion for Final Approval of the Parties' Class Action and PAGA Settlement ("Settlement Agreement").

Following a review of the moving papers filed by Plaintiff's counsel and statements made by the Parties' counsel, and after noting no objectors were present, the Court entered judgment on the entire Action with prejudice and ORDERED the following:

1. The Court GRANTED Plaintiff's Motion for Final Approval of the Parties' Class Action and PAGA Settlement Agreement, and a copy of that Order and Judgment is appended hereto at **Exhibit A**; and

2. The Court scheduled a Non-Appearance Case Review for May 28, 2027 for review of the final report.

DATED: November 3, 2026

D.LAW, INC.

By _____

David Keledjian, Esq.
David Arakelyan, Esq.
Attorneys for Plaintiff Dustin Smith, on behalf of himself and others similarly situated

EXHIBIT A

EXHIBIT A

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Attorneys for Plaintiff DUSTIN SMITH

FILED
Superior Court of California
County of Sacramento
09/18/2026
A. O'Donnell, Deputy

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*]
Peter K Southworth

~~[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

Peter K Southworth

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

Electronically Received 08/26/2026 07:45 PM

[PROPOSED] FINAL ORDER GRANTING FINAL APPROVAL

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

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

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

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

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

4. Class Members means 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 foe 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.

5. PAGA Group Members (also Aggrieved Employees) means 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").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. All Aggrieved Employees 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 civil penalties or other remedies recoverable under Labor Code Section 2698, et seq. ("PAGA"), which were pled, or could have been pled based on the facts alleged in the PAGA Notice, against Defendant that accrued during the PAGA Period (the "Released PAGA Claims"). The Released PAGA Claims apply to claims arising during the PAGA Period (March 1, 2023, to March 7, 2025.)

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

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

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

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

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

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

JUDGMENT

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

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

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

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

IT IS SO ORDERED.

Dated: 09/18/2026

Peter K. Southworth, Judge

~~Honorable Lauri A. Damrell~~

Judge of the Superior Court