

David Keledjian (SBN 309135)
David Arakelyan (SBN 337076)
D.LAW, INC.
250 N Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Tel.: (818) 962-6465 / Fax: (818) 962-6469
d.keledjian@d.law, d.arakelyan@d.law

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,

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. 22]*

**SUPPLEMENTAL DECLARATION OF
DAVID ARAKELYAN IN SUPPORT OF
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

1 **SUPPLEMENTAL DECLARATION OF DAVID ARAKELYAN**

2 I, David Arakelyan, declare as follows:

3 1. I am an attorney licensed and admitted to practice before all courts of the State of
4 California and the United States District Court for the Central, Eastern, and Northern Districts of
5 California. I am an Associate Attorney at D.Law, Inc. and counsel for Plaintiff DUSTIN SMITH
6 (“Plaintiff”), on behalf of himself and other similarly situated employees of Defendant UNITED
7 SEATING AND MOBILITY, L.L.C. dba NUMOTION (“Defendant”) (collectively, “the Parties”).

8 2. All of the matters set forth herein are within my personal knowledge. I submit this
9 Declaration in accordance with the Court’s January 20, 2026, tentative ruling, granting Plaintiff’s
10 Motion for Preliminary Approval of the Parties’ Class Action and PAGA Settlement Agreement
11 (“Motion”) and requesting revisions to the Class and PAGA Settlement Agreement (“Agreement”)
12 and the Class Notice (“Notice”).

13 3. Plaintiff’s Counsel has reviewed the Court’s Rules, particularly, section 2.99.05
14 pertaining to Settlement Approval Motions. In drafting the original motion, Plaintiff’s Counsel also
15 worked diligently to follow the checklist supplied by the Sacramento County Superior Court for
16 Class and PAGA action settlement approvals.

17 4. Pursuant to the Court’s tentative, Plaintiff’s counsel is submitting along with this
18 Supplemental Declaration the outstanding items, including the signed Declaration in Support of
19 Preliminary Approval by Plaintiff Smith and the Notice of Motion with reference to Local Rule
20 1.06.

21 5. Attached as **Exhibit 6** to this Supplemental Declaration is the redlined Revised Joint
22 Stipulation of Class Action and PAGA Settlement, containing the revisions per the Court’s tentative
23 and due to changes that have taken place since the signing of the original agreement:

- 24 - Updated address for Plaintiff’s counsel and updated information for the Court case
25 information/filing date for the First Amended Complaint (“FAC”) (see Pleading page
26 and page 29, paragraph 46)

27 ///

28 ///

- The requested revisions to the Class Release (pages 11 – 12, section V, Paragraph 16), including the removal of the highlighted language (“and legal theories”) and removal of section j referencing PAGA.
- The requested revisions to the PAGA Release (page 13, section V, Paragraph 17), including the removal of the highlighted (“and legal theories”) and overbroad language regarding civil penalties and the removal of sections j and m (with the addition of the attorneys’ fee provision as discussed during the March 20, 2026, hearing)
- Updated the year for the signature dates to 2026 (page 32)

6. Attached as **Exhibit 7** to this Supplemental Declaration is the Revised Notice to Class Members, containing the following changes pursuant to the tentative ruling:

- Replacing of term “Gross Settlement Amount” with the term “Total Class Action Settlement Amount” to harmonize the Notice with the Settlement Agreement (see pages 1, 4, 5, 6 and 7 of the Notice)
- Replacing the term “Aggrieved Employees” with the term “PAGA Group Members” to harmonize the Notice with the Settlement Agreement (see pages 2, 3, 4 and 6 of the Notice)
- Updated court address and department number/courthouse name (pages 5, 7, and 8 of the Notice)
- Updated address for Class Counsel (page 6)
- Updated the release language for both Class Claims and PAGA claims by copying/pasting the revised release language from the Revised Settlement Agreement (pages 5 and 6 of the Notice)

///

///

///

///

///

7. Attached as **Exhibit 8** to this Supplemental Declaration is the final, executed Revised Class and PAGA Settlement Agreement, incorporating all of the changes ordered by the Court.

8. Attached as **Exhibit 9** to this Supplemental Declaration is the final Notice to the Class Members, incorporating all of the changes ordered by the Court.

9. On March 26, 2026, Class Counsel submitted the Revised Settlement Agreement to the LWDA concurrently with the filing of this Declaration pursuant to Labor Code § 2699(1)(2). A true and correct copy of the confirmatory email from the LWDA is attached hereto as **Exhibit 10**.

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

Executed this 26th day of March 2026 in Pasadena, California



David Arakelyan

EXHIBIT 6

EXHIBIT 6

MELIS ATALAY, CA Bar No. 301373
melis.atalay@ogletree.com
CARLA S. ESPINOZA, CA Bar No. 327523
carla.espinoza@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213-239-9800
Facsimile: 213-239-9045

Attorneys for Defendant
UNITED SEATING AND MOBILITY, L.L.C.
dba NUMOTION

[David Keledjian \(SBN 309135\)](#)
[David Arakelyan \(SBN 337076\)](#)
D.LAW, INC.
250 N Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Tel.: (818) 962-6465 / Fax: (818) 962-6469
d.keledjian@d.law, d.arakelyan@d.law

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

DUSTIN SMITH, on behalf of himself and
aggrieved employees,

Plaintiff,

vs.

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

Defendants.

Case No. [24CV010038](#)

[\[Assigned for all purposes to the Hon. Lauri A. Damrell, Dep. 22\]](#)

**REVISED JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Action Filed: May 21, 2024
[FAC Filed: November 5, 2025](#)
Trial Date: None

Formatted: Font: Bold
Formatted: Line spacing: Exactly 12 pt

Deleted: D.Law, Inc. [\[i\]](#)
Emil Davytan (SBN 299363) [\[i\]](#)
emil@d.law [\[i\]](#)
David Yeremian (SBN 226337) [\[i\]](#)
d.yeremian@d.law [\[i\]](#)
David Keledjian (SBN 309135) [\[i\]](#)
d.keledjian@d.law [\[i\]](#)
Kevin Burns (SBN 352712) [\[i\]](#)
k.burns@d.law [\[i\]](#)
880 E. Broadway [\[i\]](#)
Glendale, CA 91205 [\[i\]](#)
Telephone: (818) 962-6465 [\[i\]](#)
Facsimile: (818) 962-6469 [\[i\]](#)

Deleted: 24CV010038 [\[i\]](#)

Deleted: Judge: [→ Hon. Christopher E. Krueger, → Dept. 54](#) [\[i\]](#)
[→ \[Law and Motion\]](#) [\[i\]](#)
Judge: [→ Hon. Kenneth C. Mennemeier, → Dept. 38](#) [\[i\]](#)
[→ \[Case Management\]](#) [\[i\]](#)

1 **TO THE COURT AND TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF**
2 **RECORD:**

3 This Revised Joint Stipulation Re: Class Action Settlement (hereinafter, “Stipulation” or
4 “Settlement”) is made and entered into by and between plaintiff Dustin Smith (“Plaintiff”), on
5 behalf of himself, putative class members, and all others similarly situated; and defendant
6 United Seating and Mobility, L.L.C. dba Numotion (“Defendant”), hereinafter collectively
7 referred to as the “Parties.” Subject to the approval of the Court, the Action is hereby being
8 compromised and settled pursuant to the terms and conditions set forth in this Stipulation. This
9 Stipulation shall be binding on Plaintiff and the class he purports to represent, Defendant, and
10 on their respective counsel, subject to the terms and conditions hereof and the approval of the
11 Court.

12 **THE PARTIES STIPULATE AND AGREE** as follows:

13 **I. DEFINITIONS**

14 1. The following terms, as used throughout this Stipulation are defined as follows:

15 a) Action. The term “Action” shall mean and refer to: (1) *Dustin Smith, on behalf of*
16 *himself and all others similarly situated, and the general public, Plaintiff v. United Seating and*
17 *Mobility, L.L.C., a Missouri corporation; Numotion, a business entity of unknown form; and DOES*
18 *1 through 50, inclusive, Defendants*, which is currently pending in the United States District Court,
19 Central District of California, Case No. 8:24-cv-00747 FWS (DFMx), which was filed on or around
20 February 29, 2024; and (2) *Dustin Smith, on behalf of himself and aggrieved employees, Plaintiff v.*
21 *United Seating and Mobility, L.L.C., a Missouri corporation; Numotion, a business entity of*
22 *unknown form; and DOES 1 through 50, inclusive, Defendants*, which is currently pending in the
23 Sacramento Superior Court, Case No. 24CV010038.

24 b) Check Cashing Deadline. The term “Check Cashing Deadline” shall mean one
25 hundred eighty (180) days after an Individual Settlement Award is issued to a Class Member by
26 check.

27 c) Settlement Administrator. The term “Settlement Administrator” shall refer to
28 Apex or any other third-party class action settlement administrator selected by Plaintiff’s

counsel on the basis of cost and competence, with the best interest of the Settlement Class Members in mind, subject to approval by the Court for purposes of administering this Settlement.

d) Class. The term “Class” shall mean and refer, collectively, to all Class Members.

e) Class Counsel. The term “Class Counsel” shall mean and refer, collectively to D.Law, Inc. and all of its lawyers.

f) Class Members. The term “Class Members” shall mean: “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 below.

g) Class Period. The term “Class Period” shall mean the time period from March 1, 2021 through March 7, 2025.

h) Class Representative. The term “Class Representative” shall mean and refer to plaintiff Dustin Smith. The term “Class Representative” shall be synonymous with the term “Plaintiff.”

i) Court. The term “Court” shall refer to the Superior Court of California for the County of Sacramento before whom the Action is pending.

j) Defendant. The term “Defendant” shall mean and refer to United Seating and Mobility, L.L.C. dba Numotion.

k) Defendant’s Counsel. The term “Defendant’s Counsel” shall refer to Ogletree, Deakins, Nash, Smoak & Stewart, P.C., and its attorneys.

l) Document Receipt Deadline. The term “Document Receipt Deadline” shall mean forty-five (45) days after the Notices are mailed to Class Members by the Settlement Administrator.

m) Effective Date. The term “Effective Date” shall mean the date on which the Court’s Judgment becomes final, as further detailed in Paragraph 8, herein.

1 n) Final Settlement Approval Hearing. The term “Final Settlement Approval
2 Hearing” shall mean and refer to a hearing before the Court to finally approve the Settlement as
3 fair, reasonable, and adequate, as further detailed in Paragraph 31, herein.

4 o) Final Settlement Papers. The term “Final Settlement Papers” shall refer to and
5 include a Motion for Final Approval of Settlement, Motion for Attorneys’ Fees and Costs, and
6 [Proposed] Final Approval Order and Judgment.

7 p) Individual Settlement Amount. The term “Individual Settlement Amount” shall
8 mean a Class Member’s share of the Net Settlement Amount, as further detailed in Paragraph
9 20 herein.

10 q) Net Settlement Amount. The term “Net Settlement Amount” shall mean and refer
11 to the balance of the Total Class Action Settlement Amount, after all Court-approved deductions
12 for attorneys’ fees and actual costs to Class Counsel, the Settlement Administrator’s cost and
13 fees, the Class Representative’s enhancement award, and the PAGA Allocation. The Net
14 Settlement Amount is the maximum amount that will be available for distribution to Class
15 Members.

16 r) Notice. The term “Notice” shall mean the Notice of Class Action Settlement,
17 attached hereto as **Exhibit 1**.

18 s) PAGA Group Members. The term “PAGA Group Members” shall mean “All
19 current and former non-exempt employees of Defendant employed in California at any time
20 during the PAGA Period.”

21 t) PAGA Period. The term “PAGA Period” shall mean the time period between
22 March 1, 2023 through March 7, 2025.

23 u) Parties. The term “Parties” shall mean and refer collectively to Plaintiff, on
24 behalf of the Class, and Defendant.

25 v) Plaintiff. The term “Plaintiff” shall mean and refer to plaintiff *Dustin Smith*. The
26 term “Plaintiff” shall be synonymous with the term “Class Representative.”

27 w) Preliminary Approval Date. The term “Preliminary Approval Date” shall mean
28 the date that the Court enters the Preliminary Approval Order.

1 x) Released Parties. The term “Released Parties” shall mean and refer to Defendant
2 and all of Defendant’s current or former parent companies, subsidiary companies, and/or related
3 companies, partnerships, joint ventures, affiliates, divisions, and/or staffing agencies and, with
4 respect to each of them, all of their and/or such related entities’ predecessors and successors,
5 and, with respect to each such entity, all of its past, present, and/or future, direct and/or indirect,
6 officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,
7 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
8 divisions, predecessors, successors, assigns, and joint venturers, and insurers of such programs),
9 investors, and any other persons acting by, through, under, or in concert with any of the persons
10 or entities listed in this subsection, and their successors.

11 y) Stipulation. The term “Stipulation” shall refer to this document, entitled “Joint
12 Stipulation Re: Class Action Settlement”, including all exhibits attached hereto.

13 z) Total Class Action Settlement Amount. The term “Total Class Action Settlement
14 Amount” shall mean Eight Hundred and Thirty-Five Thousand Dollars and Zero Cents
15 (\$835,000.00). This is the maximum possible amount that may be paid by Defendant to resolve
16 the Action, with the limited exceptions of: (1) Defendant’s responsibility for the employer’s
17 share of taxes associated with the Class Members’ Individual Settlement Amounts; and (2) the
18 additional amount to be paid, if any, due to a possible increase of the Total Class Action
19 Settlement amount as described in Paragraph 14. The Total Class Action Settlement Amount is
20 a non-reversionary amount that is intended to be a qualified settlement fund pursuant to 26
21 U.S.C. § 468B.

22 2. Date Of This Stipulation: This Stipulation is made as of the date set forth below
23 by and between Plaintiff, on behalf of themselves and the Class, on the one hand, and Defendant,
24 on the other hand, subject to approval of the Court.

25 **II. BACKGROUND OF THE LEGAL ACTION**

26 3. Brief Procedural History. The Parties briefly summarize the procedural history
27 in the Action.
28

1 a) On February 29, 2024, Plaintiff filed a putative wage-and-hour class action
2 against Defendant in Los Angeles Superior Court. That case is currently pending in the United
3 States District Court, Central District of California, Case No. 8:24-cv-00747 FWS (DFMx).
4 Plaintiff filed this lawsuit on behalf of himself and all others similarly situated, and the general
5 public, and the Operative Second Amended Complaint alleges the following claims: (1) Failure
6 to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Hourly Wages
7 and Overtime; (4) Failure to Provide Accurate Written Wage Statements; (5) Failure to Timely
8 Pay All Final Wages; (6) Failure to Indemnify; (7) Unfair Competition for Sick Pay Practices;
9 and (8) Unfair Competition.

10 b) Defendant removed the putative class action to the United States District Court
11 for the Central District of California, where it was assigned case number 8:24-cv-00747. On
12 March 24, 2025, the Hon. Serena R. Murillo entered an order granting the Parties' joint
13 stipulation to stay the putative class action until further order.

14 c) On May 22, 2024, Plaintiff filed a representative Labor Code Private Attorneys
15 General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA") action in Sacramento Superior
16 Court, Case No. 24CV010038, on behalf of the State of California and other allegedly aggrieved
17 employees, which pursued a claim for civil penalties pursuant to the PAGA for the same alleged
18 Labor Code violations that Plaintiff alleged in his putative class action complaint.

19 d) Defendant filed a demurrer and motion to stay the PAGA representative action
20 complaint.

21 4. Mediation And Settlement Agreement Reached By The Parties. On February 19,
22 2025, the Parties, by and through their counsel, participated in a private mediation before Lisa
23 Klerman, Esq. Those further efforts were successful with the Parties agreeing to the mediator's
24 proposal to resolve the Action in principle and on a class-wide and PAGA representative basis.
25 This Stipulation formalizes the settlement agreement reached by the Parties.

26 5. Investigation. The Parties have conducted a detailed and comprehensive
27 investigation of the claims asserted against Defendant and of the applicable law. The Parties
28 exchanged informal discovery, which included: (a) analysis by the Parties of certain records,

1 arbitration agreements, a complete set of payroll and time data for Defendant's non-exempt
2 employees during the relevant timeframe, and policies pertaining to Plaintiff, Class Members,
3 and the claims asserted in the Action; (b) research of the law applicable to Plaintiff's claims and
4 Defendant's affirmative defenses, as well as the damages alleged by Plaintiff; (c) examination
5 and analysis of information and documents; and (d) consideration of information disclosed at
6 and in connection with mediation.

7 6. Benefits of Settlement. Plaintiff and Class Counsel recognize the uncertainty and
8 risk of the outcome of further litigation, and the difficulties and delays inherent in such
9 litigation. Plaintiff and Class Counsel also are aware of the burdens of proof necessary to
10 establish liability for the claims asserted in the Action, the defenses thereto, and the difficulties
11 inherent in the Action. Based on the foregoing, Plaintiff and Class Counsel have determined
12 that the Settlement set forth in this Stipulation is a fair, adequate, and reasonable settlement,
13 and that it is in the best interest of the Class Members. Based on their discovery and
14 investigation, Class Counsel has determined that the settlement is well within the range of
15 reasonableness. The settlement embodied and documented in this Stipulation is the product of
16 extensive, arms-length negotiations, and is not the product of collusion. Likewise, Defendant
17 has concluded that any further defense of the Action would be protracted and expensive.
18 Substantial amounts of time, energy, and resources have been, and will continue to be, devoted
19 to the defense of the Action unless this settlement is made. Therefore, Defendant has agreed to
20 settle, in the manner and upon the terms set forth in this Stipulation, in order to fully and finally
21 resolve the claims asserted in the Action

22 7. Denial of Wrongdoing. Defendant has denied and continues to deny each of the
23 claims asserted by Plaintiff in the Action, as identified and referenced in Paragraph 3, above.
24 Defendant contends, among other things, that Defendant complied at all times with the
25 California Labor Code and applicable California Wage Orders; that it paid all wages owed to
26 Plaintiff and Class Members; and that any claim for wage payments or penalties owed is not
27 actionable and/or does not give rise to any liability under the California Labor Code. Defendant
28 further contends that it complied at all times with the provisions of the California Business &

1 Professions Code § 17200 *et seq.* Neither this Stipulation nor any action taken to carry out the
2 Stipulation may be construed as an admission by Defendant of any fault, wrongdoing, or liability
3 whatsoever.

4 **III. DATE OF SETTLEMENT**

5 8. Effective Date. The Court's Judgment shall become final when all of the
6 following events have occurred:

7 a) The Stipulation has been executed by all Parties, Class Counsel, and Defendant's
8 Counsel;

9 b) The Court has given preliminary approval to the settlement;

10 c) The Court has held a Final Settlement Approval Hearing and has entered a Final
11 Approval Order and Judgment that dismisses the Action with prejudice, and approving the
12 Stipulation; and

13 d) In the event that objections are presented at the Final Settlement Approval
14 Hearing either in writing or through personal attendance, upon the later of:

15 i. The date of final affirmance on an appeal of the Judgment; the expiration of the
16 time for a petition to review the Judgment; and, if review is granted, the date of
17 final affirmance of the Judgment following review; or

18 ii. The date of final dismissal of any appeal from the Judgment or the final
19 dismissal of any proceeding to review the Judgment; or

20 iii. If no appeal is filed, the expiration date for filing any appeal from the Judgment.

21 e) In the event that no objections are presented at or before the Final Settlement
22 Approval Hearing, or that any filed written objections are withdrawn prior to the Final
23 Settlement Approval Hearing, the Court's Judgment shall become final when the conditions set
24 forth in subparagraphs (a) through (d) of this Paragraph 8, hereinabove, have been fulfilled.

25 **IV. CLASS MEMBERS INCLUDED IN THE SETTLEMENT**

26 9. Scope Of The Class. The Class is defined as follows: "Class Members" shall
27 mean: all current and former non-exempt employees employed by Defendant in California
28 during the Class Period (or if any such person is incompetent, deceased, or unavailable due to

1 military service, the person's legal representative or successor in interest evidenced by
2 reasonable verification), except for any such individual that submits a timely and valid request
3 for exclusion from a release of the class claims.

4 10. Class Members' Objection To This Settlement. Any Class Member may object
5 to the Settlement by mailing a written objection to the Settlement Administrator at the address
6 detailed in the Notice by no later than the Document Receipt Deadline which is forty-five (45)
7 calendar days after the date that the Settlement Administrator originally mails Notices to Class
8 Members. Even if a Class Member fails to timely submit a written objection to the Settlement
9 Administrator, he or she may appear at the Final Fairness Hearing to object to the Settlement.
10 Any Class Member who does not object to the Settlement through a written objection and/or by
11 appearing at the Final Fairness Hearing, however, may not appeal the Final Judgment. In the
12 event that the Court approves this Settlement notwithstanding the objections of any Class
13 Members, Class Members who object to the Settlement will nonetheless be bound by the
14 Settlement. Class Members who have opted out of the Settlement as detailed in Paragraph 22,
15 subparagraph (d), herein do not have standing to object to the Settlement or to file an appeal for
16 purposes of Paragraph 8.

17 11. Class Members' Exclusion ("Opt-Out") From This Settlement. Any Class
18 Member may request to be excluded ("opt-out") from this Settlement by mailing a written
19 Request for Exclusion to the Settlement Administrator as prescribed in Paragraph 22,
20 subparagraph (e), herein. Each Class Member who submits a valid Request for Exclusion shall
21 not be a Class Member and shall not be bound by the Settlement, except that if he or she is a
22 PAGA Group Member, he or she will still be bound by the PAGA Release and will receive his
23 or her proportionate share of the portion of the PAGA Payment that is allocated to PAGA Group
24 Members. Each Class Member who has not validly and timely opted-out as prescribed in
25 Paragraph 22, subparagraph (d), herein, will be subject to the Release in full.

26 12. Class Members and PAGA Group Members' Disputes Regarding The Number Of
27 Qualifying Workweeks or Qualifying Pay Periods attributable to them. If a Class Member or
28 PAGA Group Member wishes to dispute the number of Qualifying Workweeks or Qualifying

1 Pay Periods attributed to them and listed on the Class Notice, the Class Member or PAGA Group
2 Member must notify the Settlement Administrator and should produce any available supporting
3 evidence to the Settlement Administrator of the dates the Class Member or PAGA Group
4 Member contends he or she worked during the Class Period or PAGA Period by no later than
5 the Document Receipt Deadline. Defendant will review its records and provide information to
6 the Settlement Administrator in response to any such disputed claim. Defendant's records will
7 be presumed to be determinative, but the Settlement Administrator will evaluate the evidence
8 submitted by the Class Member or PAGA Group Member and make the decision as to which
9 dates should be applied. The determination by the Settlement Administrator will be final and
10 binding, subject to oversight by the Court. If a person believes that he or she was wrongly
11 excluded from being a member of the Class or PAGA Group, that person must notify the
12 Settlement Administrator by the Document Receipt Deadline. The Parties will endeavor to
13 resolve the issue informally. If they are unable to do so, the Parties will refer the matter to the
14 Court for a final determination on whether relief should be provided to that individual.

15 13. Termination Provision. Defendant reserves the right, at its sole discretion, to
16 revoke this Stipulation and the settlement provided for herein prior to the Final Settlement
17 Approval Hearing in the event that five percent (5%) or more Class Members opt out of the
18 Settlement by submitting timely and valid Requests for Exclusion in the manner set forth in
19 Paragraph 22, subparagraph (e), below, in which case this Stipulation will not have any force
20 and/or effect. Defendant shall make its election within seven (7) calendar days of receipt from
21 the Settlement Administrator of the total percentage of opt-outs. If the Settlement is voided, no
22 payment will be made by Defendant to Plaintiff, any Class Member, or Class Counsel; and all
23 Parties and third parties referenced in this Stipulation will bear their own costs, fees, and
24 expenses associated with the Settlement. However, Defendant will be responsible for the costs
25 incurred by the Settlement Administrator.

26 14. Pro Rata Increase. It is estimated that between March 1, 2021 and March 15,
27 2024 (the "Data Period"), there were approximately 15,884 workweeks worked by Settlement
28 Class Members for Defendant during the Data Period. It is further estimated that there are

1 20,961 workweeks worked by the Settlement Class Members between March 1, 2021 and
2 February 19, 2025. If, during the settlement administration, it turns out that the actual number
3 of weeks in which the Settlement Class Members performed work between March 1, 2021 and
4 February 19, 2025 exceeds above the 20,961 workweeks (*i.e.*, 23,057 weeks or above), then
5 percentage above 10% shall be the Overage Factor. For example, if the actual weeks worked
6 between March 1, 2021 and February 19, 2025 is determined to be 23,476 (*i.e.*, 12% above
7 20,961), then the Overage Factor is 2%. In the event that the settlement administrator determines
8 that there is an Overage Factor, then Defendant shall have the sole and exclusive decision to
9 either: (a) adjust the end date of the Class Period so that the total number of workweeks during
10 the Class Period is reduced by the Overage Factor; or (b) pay a pro rata share of the Maximum
11 Settlement Amount for all workweeks worked by Settlement Class Members for Defendant that
12 are in excess of 10% above the 20,961 workweeks worked between March 1, 2021 and February
13 19, 2025.

14 15. Finality Of Settlement. As of the Effective Date, the settlement contained herein,
15 including the Release outlined below, shall be final and binding upon all Class Members who
16 do not exclude themselves from the settlement, referred to as “Participating Class Member” or
17 “Participating Class Members.”

18 **V. RELEASES**

19 16. Release By Plaintiff And Participating Class Members. As of the date that
20 Defendant fully funds the Total Class Action Settlement Amount and employer’s share of taxes,
21 Plaintiff and Participating Class Members release the Released Parties from the following,
22 collectively referred to as the “Released Class Claims” during the Class Period:

23 All causes of action and factual or legal theories that were alleged in the operative
24 complaints in the Action or reasonably could have been alleged based on the facts
25 contained in the operative complaints of the Action, including the claims that at issue in
26 the Amended Complaint as described in Paragraph 24 herein, including all of the
27 following claims for relief: (a) failure to provide proper meal periods, and/or to properly
28 provide premium pay in lieu thereof; (b) failure to provide proper rest periods, and/or to

Deleted: and legal theories

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.

By virtue of this Stipulation, Plaintiff and Participating Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims as defined in this Stipulation.

Deleted: all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints in the Action; (k)

Deleted: l

17. PAGA Release. As of the date Defendant fully funds the Total Class Action Settlement Amount and employer's share of taxes, Plaintiff, the PAGA Group Members (including the Class Representative), and the State of California will release the Released Parties from the following claims under the California Labor Code Private Attorneys General Act of 2024;

Deleted: for civil penalties, collectively referred to as the

Deleted: "Released PAGA Claims" during the PAGA Period

All causes of action and factual or legal theories that were alleged in the operative complaint or reasonably could have been alleged based on the facts contained in the operative complaints in Action, including the claims that at issue in the Amended Complaint as described in Paragraph 24 herein, 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

Deleted: and legal theories

Deleted: (j) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints in the Action;

Deleted: k

Deleted: l

Deleted: ;

Deleted: (m) all civil penalties and other amounts recoverable under said causes of action under California law, to the extent permissible, including but not limited to the California Labor Code and the applicable Wage Orders

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.

18. Representation Regarding Claims. Plaintiff and Class Counsel further represent that Plaintiff and Class Counsel are not currently aware of any: (a) unalleged claims by Plaintiff's counsel in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Stipulation; and (b) unalleged facts or legal theories by Plaintiff's counsel upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the operative complaints in this Action. Plaintiff and Class Counsel further represent that, other than the actions being resolved by this Stipulation, they have no current intention of asserting any other claims against Defendant in any judicial or administrative forum. Plaintiff and Plaintiff's Counsel will further represent that they do not currently represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant regarding the claims alleged in the Class Action and PAGA Action. The Parties acknowledge, understand and agree that the representations described in this paragraph are essential to the Stipulation and that this Agreement would not have been entered into were it not for this representation. Any misrepresentation regarding the above are deemed material breaches of this Stipulation and cause for nullification of the Stipulation pursuant to Paragraph 35.

VI. AMOUNT AND DISTRIBUTION OF SETTLEMENT

19. Settlement Amount. The Total Class Action Settlement Amount shall be Eight Hundred and Thirty-Five Thousand Dollars and Zero Cents (\$835,000.00). Defendant will pay the Total Class Action Settlement Amount within thirty (30) calendar days following the Effective Date by wiring that amount to the Settlement Administrator. Under no circumstances will Defendant be obligated to pay more than the amount of \$835,000.00 as a result of this Settlement and except as provided by Paragraph 14 and/or as is required by Defendant paying the employer's share of taxes associated with the Settlement.

20. Deduction From Settlement Amount. Deductions from the Total Class Action Settlement Amount, all subject to Court approval, shall be made for:

1 a) Attorneys' Fees. Class Counsel may apply for an award of attorneys' fees, not to
2 exceed one-third of the total Total Class Action Settlement Amount. The attorneys' fees award
3 shall be paid from the Total Class Action Settlement Amount. Defendant agrees not to oppose
4 any such applications that are consistent with this paragraph. The amount of attorneys' fees
5 shall include all past and future attorneys' fees incurred in the Action, including, without
6 limitation, all time expended by Class Counsel in the Action or in defending the Stipulation and
7 securing final approval of the Stipulation (including any appeals thereof). Even in the event that
8 the Court reduces or does not approve the award of attorneys' fees discussed in this paragraph,
9 but still finally approves this Settlement, the Class Representative and Class Counsel shall not
10 have the right to revoke this Stipulation.

11 b) Attorneys' Costs. In addition to attorneys' fees, Class Counsel may apply for an
12 award of costs, not to exceed the sum of Twenty Five Thousand Dollars and Zero Cents
13 (\$25,000.00). The costs award shall be paid from the Total Class Action Settlement Amount.
14 Defendant agrees not to oppose any such applications that are consistent with this paragraph.
15 The amount of costs shall include all past and future costs associated with the Action, including,
16 without limitation, all costs expended by Class Counsel in the Action on in defending the
17 Stipulation and securing final approval of the Stipulation (including any appeals thereof). Even
18 in the event that the Court reduces or does not approve the award of costs discussed in this
19 paragraph, but still finally approves this Settlement, the Class Representative and Class Counsel
20 shall not have the right to revoke this Stipulation.

21 c) Class Representative's Enhancement Awards. Class Counsel may apply for an
22 enhancement award to the Class Representative in an amount not to exceed Five Thousand
23 Dollars and no cents (\$5,000.00). The enhancement award shall be paid from the Total Class
24 Action Settlement Amount. Defendant agrees not to oppose any such application that is
25 consistent with this paragraph. Even in the event that the Court reduces or does not approve the
26 enhancement award discussed in this paragraph, but still finally approves this Settlement, the
27 Class Representative and Class Counsel shall not have the right to revoke this Stipulation.
28

1 d) Settlement Administration Costs and Fees. All actual costs for claims
2 administration, including related accounting costs, in an amount not to exceed \$6,000.00 shall
3 be paid from the Total Class Action Settlement Amount. The Parties contemplate that the
4 Settlement Administrator shall be Apex, or any other third-party class action settlement
5 administrator agreed to by the Parties and approved by the Court for the purposes of
6 administering this Stipulation. If a Settlement Administrator is not agreed upon by the Parties,
7 Class Counsel shall select a Settlement Administrator on the bases of cost and competence, with
8 the best interest of the Class in mind, subject to approval by the Court for purposes of
9 administering this Stipulation. To the extent actual costs for claims administration are less than
10 \$6,000.00, those amounts will be credited to the Total Class Action Settlement Amount prior to
11 distribution of the Net Settlement Amount to Participating Class Members. Defendant agrees
12 not to oppose any such applications that are consistent with this paragraph. Even in the event
13 that the Court reduces or does not approve the Settlement Administration Costs and Fees
14 discussed in this paragraph, but still finally approves this Settlement, Class Representatives and
15 Class Counsel shall not have the right to revoke this Stipulation.

16 e) PAGA Allocation. The Parties agree to allocate Eighty Thousand Dollars and
17 Zero Cents (\$80,000.00) of the Total Class Action Settlement Amount to resolve the PAGA
18 Group Members' claims arising under PAGA (the "PAGA Allocation"). Pursuant to PAGA,
19 seventy-five percent (75%) of the PAGA Allocation shall be paid to the State of California
20 Labor and Workforce Development Agency (the "LWDA"), with the remaining twenty-five
21 percent (25%), paid pro rata to PAGA Group Members as set forth below.

22 f) Payment of Individual Settlement Awards To Participating Class Members. After
23 the amounts described in Paragraph 20, subparagraphs (a) through (e), above, have been
24 deducted from the Total Class Action Settlement Amount, the remainder – the Net Settlement
25 Amount – shall be distributed to each Participating Class Member, in the following manner:

26 The Net Settlement Amount shall be divided by the number of aggregate Qualified
27 Weeks worked by all Participating Class Members during the Class Period to produce a "Weekly
28 Settlement Value." A "Qualified Week" shall be a week where a Participating Class Member

1 was employed by Defendant in California as a non-exempt employee during the Class Period,
2 though Defendant may exclude, if feasible, weeks where a class member did not record any time
3 worked in Defendant's timekeeping system, including vacation and leave weeks. Each
4 Participating Class Member shall be eligible to receive a settlement payment in the amount of
5 the total number of Qualified Weeks attributable to the Participating Class Member during the
6 Class Period multiplied by the Weekly Settlement Value, less applicable withholdings, provided
7 that the Participating Class Member has not submitted a Request for Exclusion.

8 g. Payment of Portion of PAGA Allocation to PAGA Group Members. Twenty-five
9 percent (25%) of the PAGA Allocation to be paid to the PAGA Group Members shall be divided
10 by the number of aggregate Qualified Pay Periods worked by all PAGA Group Members during
11 the PAGA Period to produce a "Pay Period Settlement Value." A "Qualified Pay Period" shall
12 be a pay period where a PAGA Group Member was employed by Defendant in California as a
13 non-exempt employee, at any time during the PAGA Period, though Defendant may exclude, if
14 feasible, pay periods where a class member did not record any time worked in Defendant's
15 timekeeping system, including vacation and leave pay periods. Each PAGA Group Member
16 shall be eligible to receive a settlement payment in the amount of the total number of Qualified
17 Pay Periods attributable to the PAGA Group Member during the PAGA Period multiplied by
18 the Pay Period Settlement Value (the "PAGA Payment").

19 21. Non-Reversionary Settlement. There will be no reversion to Defendant. In the
20 event that an Individual Settlement Award is paid to a Participating Class Member by check and
21 the check is not cashed on or before the Check Cashing Deadline, the amount of the Individual
22 Settlement Award shall be considered unclaimed. Each unclaimed Individual Settlement Award
23 paid to a Class Member but not cashed on or before the Check Cashing Deadline shall be
24 tendered to the State of California State Controller's Office, Unclaimed Property Fund in the
25 Participating Class Member's name.

26 **VII. SETTLEMENT ADMINISTRATION**

27 22. Settlement Administrator's Duties. The Settlement Administrator shall be
28 responsible for (a) processing the data provided by Defendant to be used in calculating

1 Individual Settlement Awards; (b) preparing, printing, and mailing to Class Members the Notice
2 (attached hereto as **Exhibit 1**), as well as following up with reasonable skip tracing; (c) notifying
3 the Parties of the identity of Class Members who submit timely Requests for Exclusion; (d)
4 calculating and mailing Individual Settlement Awards to Class Members; (e) filing any required
5 federal and state tax forms and related agency reporting; (f) filing any required reports with the
6 Court; and (g) any and all such other tasks as to which the Parties mutually agree, or which the
7 Court orders the Settlement Administrator to perform. The claims process shall be anonymous
8 to the extent possible.

9 Specifically, the Settlement Administrator shall perform the following duties:

10 a) Processing Of Data Provided By Defendant Regarding Class Members. Upon
11 receipt of the data provided by Defendant pursuant to Paragraph 30 herein, the Settlement
12 Administrator shall determine, for each Class Member and/or PAGA Group Member: (i) the
13 Class Member and/or PAGA Group Member's name, (ii) the Class Member or PAGA Group
14 Member's last known address, (iii) the last four digits of the Class Member and/or PAGA Group
15 Member's social security number, (iv) the Class Member's number of Qualified Weeks; (v) the
16 Weekly Settlement Value to be paid to the Class Member pursuant to Paragraph 20,
17 subparagraph (f), above; (vi) the PAGA Group Member's number of Qualified Pay Periods;
18 (vii) the Pay Period Settlement Value to be paid to the PAGA Group Members pursuant to
19 Paragraph 20, subparagraph (g), above; and (viii) whether the escalator is triggered pursuant to
20 Paragraph 14 above, and if so by how much.

21 b) Mailing Of Documents. Within thirty (30) calendar days of receipt of the
22 database containing the information to be provided by Defendant pursuant to Paragraph 28
23 herein, the Settlement Administrator shall mail a copy of the Notice to all Class Members by
24 first class regular U.S. Mail, using the most current mailing address information provided by
25 Defendant and/or obtained by the Settlement Administrator. Prior to mailing the Notice to Class
26 Members, the Settlement Administrator shall run the addresses in the data provided by
27 Defendant through the National Change of Address Database for any address updates and update
28 the data as necessary. The Settlement Administrator will engage in address searches consistent

1 with its normal practices in administering settlements of wage claims, including skip tracing.
2 Such search efforts shall include, where necessary, using social security numbers to obtain better
3 address information and attempting to call such Class Members.

4 c) Reminder Notice: The Settlement Administration shall mail a reminder postcard
5 to Class Members 30 days after Class Notice is sent, which will contain information including
6 but not limited to the following: the Document Receipt Deadline, how to object, and how to
7 exclude oneself from a release of the class claims.

8 d) Re-Mailing Of Returned Notices. Notices returned to the Settlement
9 Administrator as non-delivered shall be re-sent to the forwarding address, if any, on the returned
10 envelope. If no forwarding address is provided, the Settlement Administrator will promptly
11 attempt to determine the correct address using a skip-trace, or other search using the name,
12 address and/or Social Security number of the Class Member involved, and will then perform a
13 single re-mailing. The Settlement Administrator will skip trace and re-mail all returned
14 undeliverable mail within five (5) calendar days of receiving notice that the Notice was
15 undeliverable. A returned Notice will be forwarded only once per Class Member by the
16 Settlement Administrator. Those Class Members who receive a re-mailed Class Notice, whether
17 by skip-trace or by request, will have either (a) an additional fourteen (14) calendar days or (b)
18 until the Document Receipt Deadline, whichever is later, to submit a Request for Exclusion or
19 an objection to the Settlement. Upon completion of these steps by the Settlement Administrator,
20 the Parties shall be deemed to have satisfied their obligation to provide the Notice to the affected
21 Class Member. The affected Class Member shall be a Participating Class Member and shall be
22 bound by all the terms of this Stipulation and the Court's Final Order and Judgment.

23 e) Processing Requests For Exclusion ("Opt-Outs") From Settlement. In the event
24 that a Class Member wishes to be excluded ("opts out") from the settlement provided herein, he
25 or she must mail a written Request for Exclusion to the Settlement Administrator by first class
26 U.S. Mail, or equivalent, postage paid and postmarked, by no later than the Document Receipt
27 Deadline, which is forty-five (45) calendar days after the date that the Settlement Administrator
28 originally mails Notices to Class Members. As provided in Paragraph 22(d), if the Class Notice

1 is re-mailed, the Class Member will have either (a) an additional fourteen (14) calendar days or
2 (b) until the Document Receipt Deadline, whichever is later, to submit a Request for Exclusion
3 or an objection to the Settlement. To be valid, the written Request for Exclusion must include
4 (i) the Class Member's name, (ii) the Class Member's address, (iii) a request that the Class
5 Member wishes to be excluded from the settlement, and (iv) the Class Member's signature. The
6 Settlement Administrator shall notify Class Counsel and Defendant's Counsel of its receipt of
7 all valid Requests for Exclusion within five (5) business days after having received each such
8 Request for Exclusion.

9 f) Payment of Individual Settlement Awards. The Settlement Administrator shall
10 be solely responsible for the disbursement of the Individual Settlement Award payments.

11 g) Declaration Of Due Diligence. No later than thirty (30) calendar days prior to
12 the Final Settlement Approval Hearing, the Settlement Administrator shall provide both Parties
13 with a declaration of due diligence to be filed with the Court.

14 h) Allocating Portions Of the Individual Settlement As Wages. The Settlement
15 Administrator shall be responsible for calculating the portion of each Individual Settlement
16 Award to be allocated as wages. Twenty Five Percent (25%) of each Individual Settlement
17 Award shall be allocated as wages, and Seventy Five (75%) of each Individual Settlement
18 Award shall be allocated as interest and penalties.

19 i) Taxation Of Individual Settlement Awards. The portion of each Individual
20 Settlement Award allocated as wages shall be subject to payroll withholding. The Settlement
21 Administrator shall be responsible for paying the employees' share of federal, state, and local
22 payroll and income taxes. Appropriate withholding of the employee's share of income taxes
23 shall be deducted from each Individual Settlement Award. The employer's share of payroll taxes
24 shall be paid by Defendant outside of the Total Class Action Settlement Amount.

25 j) Taxation Of Payment Of Portion of PAGA Allocation. One Hundred Percent
26 (100%) of the payment to PAGA Group Members as part of the PAGA Allocation will be treated
27 as penalties and PAGA Group Members will be issued an IRS Form 1099 for that portion of the
28

1 payment. The Settlement Administrator will be responsible for calculating and withholding any
2 required state and federal taxes.

3 k) Federal Tax Reporting. The Settlement Administrator shall issue an IRS Form
4 W-2 to each Class Member for the portion of the Individual Settlement Award that is designated
5 as wages. The Settlement Administrator shall issue an IRS Form 1099 to each Class Member
6 for the portion of the Individual Settlement Awards or payment of the PAGA Allocation that is
7 not designated as wages. The Settlement Administrator shall issue an IRS Form 1099 to the
8 Class Representative for any enhancement award paid pursuant to Paragraph 20, subparagraph
9 (c), above, in connection with his or her role as the Class Representative.

10 l) State Tax Reporting. The Settlement Administrator shall file, with the California
11 Employment Development Department (“EDD”), the required reports of Personal Income Tax
12 (“PIT”) wages withheld from the Individual Settlement Awards, as well as the amounts to be
13 paid as Unemployment Insurance (“UI”), Employment Training Tax (“ETT”), and State
14 Disability Insurance (“SDI”). For purposes of this reporting, prior to disbursement of the
15 Individual Settlement Awards, the Settlement Administrator shall provide Defendant with a list
16 of all Class Members, and Defendant shall provide to the Settlement Administrator with its
17 Form DE 2088, Notice of Contribution Rates and Statement of UI Account, for the current
18 calendar year (if unavailable, Defendant may provide instead their California State Employer’s
19 Identification Number and applicable UI and ETT Rates).

20 m) Responsibility For Tax Obligations. All Class Members and the Class
21 Representative will be responsible for correctly characterizing the compensation they receive
22 for tax purposes and for paying any taxes on the amounts received, except for the employer
23 contributions, which will be handled as provided by this Stipulation. Defendant is not liable for
24 any amounts assessed by a tax authority on account of the Class Members’ or the Class
25 Representative’s failures to pay all taxes due on amounts they receive hereunder, except if the
26 failure results from Defendant’s failure to pay its own portion of taxes due. The liability of each
27 Class Member and the Class Representative is limited to the liability caused by that individual’s
28 own failure.

1 n) Mailing Of Individual Settlement Awards and Portion of PAGA Allocation to
2 PAGA Group Members. Within fourteen (14) calendar days after Defendant's transfer of funds
3 to the Settlement Administrator, the Settlement Administrator shall mail all Participating Class
4 Members and PAGA Group Members their Individual Settlement Awards and/or portion of the
5 PAGA Allocation. Each check issued to a Class Member shall remain valid and negotiable for
6 one hundred eighty (180) days from the date of issuance. Those Individual Settlement Awards
7 and/or portion of PAGA Allocation payment not cashed by the Check Cashing Deadline shall
8 be canceled automatically, in which event the Participating Class Member and/or PAGA Group
9 Member's check will be deemed void and the unclaimed funds shall be sent to the California
10 State Controller's Office Unclaimed Property Fund in the name of the Participating Class
11 Member and/or PAGA Group Member to whom the funds were distributed.

12 o) Payments To Class Counsel. Within fourteen (14) calendar days after
13 Defendant's transfer of funds to the Settlement Administrator, the Settlement Administrator
14 shall pay the attorneys' fees and costs, as detailed in Paragraph 20, subparagraphs (a) and (b),
15 above.

16 p) Payment Of PAGA Allocation. Within fourteen (14) calendar days after
17 Defendant's transfer of funds to the Settlement Administrator, the Settlement Administrator
18 shall pay seventy-five percent (75%) of the PAGA Allocation to the LWDA as civil penalties,
19 as detailed in Paragraph 20, subparagraphs (e), above.

20 23. Disputes Regarding The Settlement Administrator's Performance of Duties. All
21 disputes relating to the Settlement Administrator's performance of its duties shall be referred to
22 the Court, if necessary, which will have continuing jurisdiction over the terms and conditions
23 of this Stipulation until all payments and obligations contemplated by this Stipulation have been
24 fully carried out. Plaintiff, Plaintiff's counsel, Defendant, and Defendant's counsel shall not
25 bear any responsibility for errors or omissions in the calculation or distribution of the settlement
26 payments or development of the list of recipients of settlement payments.

27 **VIII. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY COURT APPROVAL**
28

1 24. Amended Complaint and PAGA Notice: The Parties agree, that as a precondition
2 to the enforceability of this Stipulation: (i) counsel for all Parties must agree on the terms,
3 substance, and language of a proposed amended complaint to be filed in Sacramento Superior
4 Court, Case No. 24CV010038, which ensures that the Action covers all of the Class Released
5 Claims and PAGA Released Claims to the full extent of the Class Period and PAGA Period
6 alleged in the Action; (ii) a verbatim copy of the mutually-agreed amended Complaint is filed
7 in this Court; (iii) counsel for all Parties must agree on the terms, substance, and language of a
8 proposed amended PAGA Notice to be submitted to the LWDA, which ensures that the Notice
9 covers all of the PAGA Released Claims to the full extent of the PAGA Period alleged in the
10 Action. The Parties further agree that Defendant will not be obligated to respond to the Amended
11 Complaint filed in the Court, but the Parties will instead promptly submit a joint notice of
12 settlement that would relieve Defendant of its responsive pleading deadline. In the event that
13 the Settlement is not finally approved, Plaintiff will dismiss the newly-filed Amended
14 Complaint without prejudice and the stay will be lifted.

15 25. Submission Of Stipulation To Court. After Plaintiff files his Amended Complaint
16 and Amended PAGA Notice pursuant to Paragraph 24 above, the Parties shall promptly submit
17 this Stipulation to the Court in support of Plaintiff's motion for preliminary approval and
18 determination by the Court as to the fairness, adequacy, and reasonableness of this Stipulation,
19 and shall apply to the Court for the entry of an order substantially in the following form:

20 a) Scheduling a fairness hearing on the question of whether the proposed Settlement
21 – including payment of attorneys' fees, attorneys' costs, appointment of the Class
22 Representative and the amount of their enhancement award, and the method of determining
23 Individual Settlement Awards to be paid to Class Members – should be finally approved as fair,
24 reasonable, and adequate as to the Class;

25 b) Approving as to form and content the proposed Notice (attached as Exhibit 1);

26 c) Directing the mailing to Class Members of the Notice, by first class U.S. Mail,
27 pursuant to the terms specified herein; and
28

1 d) Preliminarily approving the Settlement, subject only to the objections of Class
2 Members and final review by the Court;

3 e) Plaintiff's counsel shall submit a proposed motion for preliminary approval of
4 class action settlement to Defendant's counsel for review and comment no less than five
5 business days prior to filing the motion for preliminary approval

6 26. Amendment Of This Stipulation To Conform To The Court's Order. To the extent
7 the Court does not approve this Stipulation, or any term contained herein, and instead allows
8 the Parties to amend this Stipulation, the Parties agree to cooperate in good faith to amend the
9 Stipulation in accordance with the Court's direction, and to retain all other terms of the
10 Stipulation that the Court approves.

11 **IX. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL**

12 27. Timely Approval Of Documents To Be Mailed By The Settlement Administrator.
13 Counsel for the Parties shall respond to requests by the Settlement Administrator to approve all
14 settlement administration documents, including the Notice to be mailed to the Class, within four
15 (4) business days of the Settlement Administrator's request for approval.

16 28. Defendant's Provision Of Class Member Data To Settlement Administrator. No
17 later than thirty (30) calendar days following preliminary approval of this Settlement by the
18 Court, Defendant shall provide the Settlement Administrator with data that is within
19 Defendant's possession containing, for each Class Member and/or PAGA Group Member: (a)
20 the Class Member/PAGA Group Member's name; (b) the Class Member/PAGA Group
21 Member's last known address; (c) the Class Member/PAGA Group Member's social security
22 number; (d) the number of workweeks worked by the Class Member between March 1, 2021
23 and February 19, 2025; (e) the number of workweeks that the Class Member was employed by
24 Defendant as a California non-exempt employee during the Class Period, though Defendant may
25 exclude, if feasible, weeks where a class member did not record any time worked in Defendant's
26 timekeeping system, including vacation and leave weeks; (f) the number of workweeks that the
27 PAGA Group Member was employed by Defendant as a California non-exempt employee
28 during the PAGA Period, though Defendant may exclude, if feasible, pay periods where the

1 individual did not record any time worked in Defendant's timekeeping system, including
2 vacation and leave pay periods. This Class Member and/or PAGA Group Member information
3 is confidential and not to be disclosed to anyone other than the Settlement Administrator. In the
4 event that a dispute arises about the number of Qualifying Workweeks or Qualifying Pay Periods
5 for a Class Member and/or PAGA Group Member, Class Counsel may be provided with
6 information identifying each Class Member and/or PAGA Group Member by number (with all
7 other identifying information removed), and reflecting the number of Qualifying Workweeks or
8 Qualifying Pay Periods during the Class Period and PAGA Period. This information shall be
9 based on Defendant's payroll and other business records, and shall be in a format readily
10 accessible to Defendant. In the event that approval of the documents takes more than four (4)
11 business days, the Claims Administrator shall mail the Notice to the Class Members within five
12 (5) business days of receiving approval of the documents.

13 29. Disputes Arising From Claims Administration. Any disputes arising during the
14 claims administration process must be resolved informally by counsel for the Parties and, if the
15 Parties cannot agree, by the Settlement Administrator, within ten (10) calendar days of the
16 Document Receipt Deadline.

17 30. Submissions Required For Final Approval Of The Settlement. Class Counsel
18 shall timely prepare, subject to Defendant's review and right to comment, Final Settlement
19 Papers in conformance with the terms of this Settlement, including (1) a motion for final
20 approval of the Settlement; (2) a motion for award of attorneys' fees and costs; (3) a motion for
21 the Class Representative's enhancement award; (4) the [Proposed] Final Settlement Order; and
22 (5) any other documents, petitions, or motions required to effectuate this Stipulation— including,
23 but not limited to, any additional proposed orders requested by the Court. Class Counsel will
24 endeavor to submit the Final Settlement Papers to Defendant's Counsel no later than three (3)
25 court days prior to the deadline for filing the motion for final approval of the stipulation. In the
26 event that Class Counsel and Defendant's Counsel cannot resolve any dispute regarding the
27 Final Settlement Papers arising from Defendant's right to review and comment, Defendant's
28

Counsel shall submit its objections to the Final Settlement Papers to the Court before or during the Final Settlement Approval Hearing.

31. Fairness Hearing. Upon expiration of the Document Receipt Deadline, the Parties shall attend a Final Settlement Approval Hearing with the Court to finally approve the Stipulation as fair, reasonable, and adequate as to (a) Class Members; (b) attorneys' fees and costs to Class Counsel; (c) the enhancement award to the Class Representative; (d) the costs and fees for claims administration; (e) the PAGA Allocation; and (f) the Individual Settlement Awards to be paid to the Class Members, including the methodology used to calculate such awards.

X. DUTIES OF THE PARTIES FOLLOWING COURT APPROVAL

32. Final Approval, And Entry Of Judgment. At or before the Final Settlement Approval Hearing, Class Counsel shall submit the [Proposed] Final Settlement Order and Judgment to the Court for the Court's approval and entry. After entry of the Final Approval Order and Judgment, the Court shall have continuing jurisdiction over the administration of the Stipulation.

33. Payment Of Settlement Amount. Defendant shall deposit the Total Class Action Settlement Amount and an amount sufficient to pay Defendant's share of payroll taxes into an account established by the Settlement Administrator. Defendant will pay the Total Class Action Settlement Amount within thirty (30) calendar days following the Effective Date by wiring that amount to the Settlement Administrator. The Settlement Administrator will retain authority over the deposited funds, which are to be used in accordance with this Stipulation and any orders of the Court. The Settlement Administrator shall make all payments and other disbursements required by this Stipulation from the Total Class Action Settlement Amount. Defendant shall have no further obligations over the distribution of the Total Class Action Settlement Amount.

34. Provision Of Final Approval Order And Judgment To Settlement Administrator. Within two (2) business days of the Court serving Class counsel with the Final Approval Order and Judgment and/or the Final Approval Order and Judgment becoming available on the Online

Docket website, Class Counsel shall provide the Settlement Administrator with a copy of the Final Settlement Approval Order and Judgment.

XI. ADDITIONAL TERMS

35. Nullification Of Settlement. This Stipulation shall be null and void, and any order of judgment entered by the Court in furtherance of the Settlement shall be vitiated *nunc pro tunc*, if any of the following occurs:

a) The Court does not enter the Final Approval Order and Judgment as provided for herein or contemplated by this Stipulation;

b) The Court does not finally approve the Settlement as provided for herein;

c) The Court does not enter a Final Approval Order and Judgment as provided for herein that becomes final as a result of the occurrence of the Effective Date; or

d) The Settlement does not become final for any other reason.

Plaintiff or Class Counsel misrepresented their awareness of any unalleged claims against the Released Parties or unalleged facts or legal theories upon which claims or causes of actions could be brought against Defendant, pursuant to Paragraph 18. In such a case, the Parties shall be returned to their respective statuses prior to the settlement, and the Parties shall proceed in all respects as if this Stipulation had not been executed. If an appeal is filed from the Court's Final Approval Order and Judgment prior to the Effective Date, administration of the Stipulation shall be immediately stayed pending final resolution of the appeal process.

36. No Admissions. Nothing contained herein is to be construed or deemed to be an admission of liability or wrongdoing by Defendant. This Stipulation and the attached exhibits are settlement documents, and, pursuant to California Evidence Code section 1152, these documents shall be inadmissible in any proceeding except in an action or proceeding to approve, interpret, or enforce this Stipulation.

37. Amendment Or Modification. This Stipulation may be amended or modified only by a written instrument signed by all Parties and counsel for all Parties.

38. Entire Agreement. This Stipulation and the accompanying exhibits constitute and comprise the entire agreement between the Parties. No oral or written representations,

warranties, or inducements have been made to any of the Parties concerning this Stipulation other than the representations, warranties, and covenants contained and memorialized herein.

39. Construction. The Parties agree that the terms of this Stipulation and the accompanying exhibits are the result of lengthy, arms-length negotiations, and that this Stipulation shall not be construed in favor of or against any of the Parties by reason of the extent to which any of the Parties or their respective counsel participated in the drafting of this Stipulation.

40. Parties' Authority. The signatories to this Stipulation represent that they are fully authorized to enter into this Stipulation and to bind the Parties hereto to the terms and conditions hereof.

41. Successors And Assigns. This Stipulation is binding upon, and inures to the benefit of, the Parties' successors and assigns. The Parties represent and warrant that they have not, directly or indirectly, assigned, transferred, or encumbered to any person or entity any portion of any claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

42. Enforcement Of Actions. In the event that any of the Parties to this Stipulation institutes any legal action, arbitration, or other proceeding against any of the other Parties to enforce the provisions of this Stipulation or to declare rights or obligations under this Stipulation, the successful Party shall be entitled to recover from the unsuccessful Party or Parties, reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any such enforcement proceedings.

43. Governing Law. All terms of this Stipulation shall be governed by and interpreted according to the laws of the State of California.

44. Jurisdiction Of The Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith, including under C.C.P § 664.6.

1 45. Counterparts. This Stipulation may be executed in one or more counterparts. All
2 executed counterparts, and each of them, shall be deemed to be one and the same instrument.
3 Signatures may be affixed either by original signatures, PDF, or facsimile.

4 46. Notices. Unless otherwise specifically provided in this Stipulation, all notices,
5 demands, and/or other communications will be in writing and will be deemed to have been duly
6 given as of the third (3rd) business day after mailing by U.S. Mail, addressed as follows:

7 To The Class:
8 D. LAW, INC.
9 Emil Davtyan,
10 David Yeremian
11 David Keledjian
12 David Arakelyan,
13 250 N. Madison Ave., 2nd Floor
14 Pasadena, California 91101

15 To Defendant:
16 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
17 Melis Atalay
18 Carla Espinoza
19 400 South Hope Street, Suite 1200
20 Los Angeles, CA 90071

21 47. Enforceability. The Parties intend for this Agreement to be enforceable in the
22 Superior Court of California for the County of Sacramento, by and subject to the Court's
23 pending jurisdiction.

24 48. Interpretation. This Stipulation shall be construed as a whole according to its fair
25 meaning. It shall not be construed strictly for or against any Party. Unless the context indicates
26 otherwise, the term "or" shall be deemed to include the term "and," and the singular or plural
27 number shall be deemed to include the other. Captions and headings are intended solely for
28 convenience of reference and shall not be used in the interpretation of this Stipulation.

29 49. Confidentiality.

30 a) General. Plaintiff and Class Counsel shall agree not to disclose or publicize this
31 Stipulation, its terms or contents, and the negotiations underlying the Stipulation, in any manner
32 or form, directly or indirectly, to any person or entity, except potential Class Members and as
33 shall be contractually required to effectuate the terms of the Stipulation. For the avoidance of
34 doubt, this section means Plaintiff and Plaintiff's Counsel agree not to issue press releases,

Deleted: Emil Davtyan

Deleted: David Yeremian

Deleted: Kevin Burns

Deleted: 3055 Wilshire Blvd, 12th Floor

Formatted: Superscript

Deleted: Los Angeles

Deleted: 0010

1 communicate with, or respond to any media or publication entities, publish information in manner
2 or form, whether printed or electronic, on any medium or otherwise communicate, whether by print,
3 video, recording or any other medium, with any person or entity concerning the Settlement, including
4 the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except
5 as shall be contractually required to effectuate the terms of the Settlement. However, for the limited
6 purpose of allowing Plaintiff's Counsel to prove adequacy as class counsel in other actions,
7 Plaintiff's Counsel may disclose the name of the Parties in this action, the venue/case number of this
8 action, and that the Court has approved the requested 1/3 portion of the common fund (but not any
9 other settlement details) for such purposes. This provision does not apply to any public case
10 information contained in filing with the Court

11 b) Media Comment. The Parties and their respective counsel agree that the terms of
12 this Stipulation (including, but not limited to, any settlement amounts), the negotiations leading
13 to this Stipulation, and all documents related to the Stipulation, shall not be discussed with,
14 publicized, or promoted to the media, except as necessary in order to enforce its terms. Class
15 Counsel and/or Plaintiff will not list or refer to the Action in any website, mailing, publicity or
16 similar materials – including, but not limited to, any radio or television stations, newspapers, or
17 magazines. In response to any inquiries, including those from media outlets, concerning the
18 settlement, the Parties and their respective counsel agree that they shall simply respond by
19 stating, “the matter has resolved.”

20 a) Class Counsel Marketing And Adequacy Declarations. Class Counsel agrees not
21 to use Defendant's name in marketing materials. Class Counsel and the Class Representative
22 will not make any posting on any website, instant message site, blog, or social networking site
23 that uses Defendant's name, and will not list or refer to the Action in any website, mailings,
24 publicity, or other similar fora or materials. However, for the limited purpose of allowing Class
25 Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the
26 name of the Parties in this action and the venue/case number of this action (but not any other
27 settlement details) for such purposes.

1 50. Exhibits Incorporated By Reference. The terms of this Stipulation include the
2 terms set forth in any attached Exhibit, which are incorporated by this reference as though fully
3 set forth herein. Any Exhibit to this Stipulation is an integral part of the Stipulation.

4 51. Interim Stay Of Proceedings. The Parties agree to refrain from further litigation
5 in the Action, except such proceedings necessary to implement and obtain an Order granting
6 Final Approval of the terms of the Stipulation. The Parties further agree that the mutual,
7 voluntary cessation of litigation shall terminate either as of the Effective Date or the date upon
8 which this Stipulation has been denied by the Court and all subsequent attempts to cure
9 deficiencies pursuant to Paragraph 26 have ended.

10 52. Invalidity Of Any Provision. Before declaring any provision of this Stipulation
11 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
12 consistent with applicable precedents so as to define all provisions of this Stipulation valid and
13 enforceable.

14 53. Class Certification For Settlement Purposes Only. The Parties agree to stipulate
15 to class certification only for purposes of the Stipulation. If, for any reason, the Stipulation is
16 not approved, the stipulation to certification will be void. The Parties further agree that
17 certification for purposes of the settlement is not an admission that class certification is proper
18 under the standard applied to contested certification motions and that this Stipulation will not
19 be admissible in this or any other proceeding as evidence that (i) a class should or should not
20 be certified or (ii) Defendant is or is not liable to the Class Representatives or the putative Class
21 Members.

22 54. All Terms Subject To Final Court Approval. All amounts and procedures
23 described in this Stipulation shall be subject to final Court approval.

24 55. Execution Of Necessary Documents. All Parties shall execute all documents
25 reasonably necessary to effectuate the terms of this settlement.

26 56. Binding Agreement. The Parties intend that this settlement shall be fully
27 enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure
28

1 in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
2 that otherwise might apply under federal or state law.

3
4 **FOR PLAINTIFF:**

5
6 DATED: _____, 2026

7 Dustin Smith

8 D.LAW, Inc.

9
10 DATED: _____, 2026

11 David Keledjian

David Arakelyan

Attorneys for Plaintiff Dustin Smith

12
13 **FOR DEFENDANT:**

14
15 DATED: _____, 2026

for:

16 United Seating and Mobility, LLC dba
Numotion

17 DATED: _____,

OGLETREE, DEAKINS, NASH, SMOAK &
18 STEWART, P.C.

20263/26/2620263/26/26

19
20 By: _____

21 Melis Atalay
Carla S. Espinoza

22 Attorneys for Defendant
23 UNITED SEATING AND MOBILITY, L.L.C.
24 dba NUMOTION
25
26
27
28

Deleted: 2025

Deleted: 2025

Deleted: Emil Davtyan
David Yeremian

Deleted: Kevin Burns

Deleted: 2025

Deleted: 2026

Deleted: 2026

EXHIBIT 7

EXHIBIT 7

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: <<Admin ID>>

<<Name>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip Code>>

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, 2024, 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 ANON-EXEMPT EMPLOYEE AT ANY TIME BETWEEN MARCH 1, 2021 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 resolving 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?

Individual Class Payment:

Based on United Seating and Mobility, LLC (dba Numotion)’s records, you worked a total number of <<Work Weeks>> Workweeks during the Class Period.

Based on your Workweeks it is expected that your Individual Class Payment before payroll taxes is approximately <<EstISP>>

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 <<EstISP>> 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.

Individual PAGA Payment:

Based on United Seating and Mobility, LLC (dba Numotion)’s records, you worked a total number of <<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 <<EstSP>>

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 Form 1099 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.

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 [DATE], 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 **[ENTER DATE AND TIME]** 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, 18 Technology Drive, Suite 154, Irvine, CA 92618, fax: 949-878-3536 and be postmarked no later than **[ENTER DATE]**, 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 18 Technology Drive, Suite 154, Irvine, CA 92618, and (c) be filed or postmarked on or before **ENTER DATE**. 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 18 Technology Drive, Suite 154, Irvine, CA 92618 and postmarked on or before **ENTER DATE**. 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 **ENTER DATE AND TIME** 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 mailed 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 1-800-878-0700 **or** write the Settlement Administrator, Apex Class Action LLC located at 18 Technology Drive, Suite 154, Irvine, CA 92618.

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 8

EXHIBIT 8

MELIS ATALAY, CA Bar No. 301373
melis.atalay@ogletree.com
CARLA S. ESPINOZA, CA Bar No. 327523
carla.espinoza@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213-239-9800
Facsimile: 213-239-9045

Attorneys for Defendant
UNITED SEATING AND MOBILITY, L.L.C.
dba NUMOTION

David Keledjian (SBN 309135)
David Arakelyan (SBN 337076)
D.LAW, INC.
250 N Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Tel.: (818) 962-6465 / Fax: (818) 962-6469
d.keledjian@d.law, d.arakelyan@d.law

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

DUSTIN SMITH, on behalf of himself and
aggrieved employees,

Plaintiff,

vs.

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

Defendants.

Case No. 24CV010038

[Assigned for all purposes to the Hon. Lauri A.
Damrell, Dep. 22]

**REVISED JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Action Filed:	May 21, 2024
FAC Filed:	November 5, 2025
Trial Date:	None

**TO THE COURT AND TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF
RECORD:**

This Revised Joint Stipulation Re: Class Action Settlement (hereinafter, “Stipulation” or “Settlement”) is made and entered into by and between plaintiff Dustin Smith (“Plaintiff”), on behalf of himself, putative class members, and all others similarly situated; and defendant United Seating and Mobility, L.L.C. dba Numotion (“Defendant”), hereinafter collectively referred to as the “Parties.” Subject to the approval of the Court, the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Stipulation. This Stipulation shall be binding on Plaintiff and the class he purports to represent, Defendant, and on their respective counsel, subject to the terms and conditions hereof and the approval of the Court.

THE PARTIES STIPULATE AND AGREE as follows:

I. DEFINITIONS

1. The following terms, as used throughout this Stipulation are defined as follows:

a) Action. The term “Action” shall mean and refer to: (1) *Dustin Smith, on behalf of himself and all others similarly situated, and the general public, Plaintiff v. United Seating and Mobility, L.L.C., a Missouri corporation; Numotion, a business entity of unknown form; and DOES 1 through 50, inclusive, Defendants*, which is currently pending in the United States District Court, Central District of California, Case No. 8:24-cv-00747 FWS (DFMx), which was filed on or around February 29, 2024; and (2) *Dustin Smith, on behalf of himself and aggrieved employees, Plaintiff v. United Seating and Mobility, L.L.C., a Missouri corporation; Numotion, a business entity of unknown form; and DOES 1 through 50, inclusive, Defendants*, which is currently pending in the Sacramento Superior Court, Case No. 24CV010038.

b) Check Cashing Deadline. The term “Check Cashing Deadline” shall mean one hundred eighty (180) days after an Individual Settlement Award is issued to a Class Member by check.

c) Settlement Administrator. The term “Settlement Administrator” shall refer to Apex or any other third-party class action settlement administrator selected by Plaintiff’s

counsel on the basis of cost and competence, with the best interest of the Settlement Class Members in mind, subject to approval by the Court for purposes of administering this Settlement.

d) Class. The term “Class” shall mean and refer, collectively, to all Class Members.

e) Class Counsel. The term “Class Counsel” shall mean and refer, collectively to D.Law, Inc. and all of its lawyers.

f) Class Members. The term “Class Members” shall mean: “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 below.

g) Class Period. The term “Class Period” shall mean the time period from March 1, 2021 through March 7, 2025.

h) Class Representative. The term “Class Representative” shall mean and refer to plaintiff Dustin Smith. The term “Class Representative” shall be synonymous with the term “Plaintiff.”

i) Court. The term “Court” shall refer to the Superior Court of California for the County of Sacramento before whom the Action is pending.

j) Defendant. The term “Defendant” shall mean and refer to United Seating and Mobility, L.L.C. dba Numotion.

k) Defendant’s Counsel. The term “Defendant’s Counsel” shall refer to Ogletree, Deakins, Nash, Smoak & Stewart, P.C., and its attorneys.

l) Document Receipt Deadline. The term “Document Receipt Deadline” shall mean forty-five (45) days after the Notices are mailed to Class Members by the Settlement Administrator.

m) Effective Date. The term “Effective Date” shall mean the date on which the Court’s Judgment becomes final, as further detailed in Paragraph 8, herein.

1 n) Final Settlement Approval Hearing. The term “Final Settlement Approval
2 Hearing” shall mean and refer to a hearing before the Court to finally approve the Settlement as
3 fair, reasonable, and adequate, as further detailed in Paragraph 31, herein.

4 o) Final Settlement Papers. The term “Final Settlement Papers” shall refer to and
5 include a Motion for Final Approval of Settlement, Motion for Attorneys’ Fees and Costs, and
6 [Proposed] Final Approval Order and Judgment.

7 p) Individual Settlement Amount. The term “Individual Settlement Amount” shall
8 mean a Class Member’s share of the Net Settlement Amount, as further detailed in Paragraph
9 20 herein.

10 q) Net Settlement Amount. The term “Net Settlement Amount” shall mean and refer
11 to the balance of the Total Class Action Settlement Amount, after all Court-approved deductions
12 for attorneys’ fees and actual costs to Class Counsel, the Settlement Administrator’s cost and
13 fees, the Class Representative’s enhancement award, and the PAGA Allocation. The Net
14 Settlement Amount is the maximum amount that will be available for distribution to Class
15 Members.

16 r) Notice. The term “Notice” shall mean the Notice of Class Action Settlement,
17 attached hereto as **Exhibit 1**.

18 s) PAGA Group Members. The term “PAGA Group Members” shall mean “All
19 current and former non-exempt employees of Defendant employed in California at any time
20 during the PAGA Period.”

21 t) PAGA Period. The term “PAGA Period” shall mean the time period between
22 March 1, 2023 through March 7, 2025.

23 u) Parties. The term “Parties” shall mean and refer collectively to Plaintiff, on
24 behalf of the Class, and Defendant.

25 v) Plaintiff. The term “Plaintiff” shall mean and refer to plaintiff *Dustin Smith*. The
26 term “Plaintiff” shall be synonymous with the term “Class Representative.”

27 w) Preliminary Approval Date. The term “Preliminary Approval Date” shall mean
28 the date that the Court enters the Preliminary Approval Order.

1 x) Released Parties. The term “Released Parties” shall mean and refer to Defendant
2 and all of Defendant’s current or former parent companies, subsidiary companies, and/or related
3 companies, partnerships, joint ventures, affiliates, divisions, and/or staffing agencies and, with
4 respect to each of them, all of their and/or such related entities’ predecessors and successors,
5 and, with respect to each such entity, all of its past, present, and/or future, direct and/or indirect,
6 officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,
7 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
8 divisions, predecessors, successors, assigns, and joint venturers, and insurers of such programs),
9 investors, and any other persons acting by, through, under, or in concert with any of the persons
10 or entities listed in this subsection, and their successors.

11 y) Stipulation. The term “Stipulation” shall refer to this document, entitled “Joint
12 Stipulation Re: Class Action Settlement”, including all exhibits attached hereto.

13 z) Total Class Action Settlement Amount. The term “Total Class Action Settlement
14 Amount” shall mean Eight Hundred and Thirty-Five Thousand Dollars and Zero Cents
15 (\$835,000.00). This is the maximum possible amount that may be paid by Defendant to resolve
16 the Action, with the limited exceptions of: (1) Defendant’s responsibility for the employer’s
17 share of taxes associated with the Class Members’ Individual Settlement Amounts; and (2) the
18 additional amount to be paid, if any, due to a possible increase of the Total Class Action
19 Settlement amount as described in Paragraph 14. The Total Class Action Settlement Amount is
20 a non-reversionary amount that is intended to be a qualified settlement fund pursuant to 26
21 U.S.C. § 468B.

22 2. Date Of This Stipulation: This Stipulation is made as of the date set forth below
23 by and between Plaintiff, on behalf of themselves and the Class, on the one hand, and Defendant,
24 on the other hand, subject to approval of the Court.

25 **II. BACKGROUND OF THE LEGAL ACTION**

26 3. Brief Procedural History. The Parties briefly summarize the procedural history
27 in the Action.
28

1 a) On February 29, 2024, Plaintiff filed a putative wage-and-hour class action
2 against Defendant in Los Angeles Superior Court. That case is currently pending in the United
3 States District Court, Central District of California, Case No. 8:24-cv-00747 FWS (DFMx).
4 Plaintiff filed this lawsuit on behalf of himself and all others similarly situated, and the general
5 public, and the Operative Second Amended Complaint alleges the following claims: (1) Failure
6 to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Hourly Wages
7 and Overtime; (4) Failure to Provide Accurate Written Wage Statements; (5) Failure to Timely
8 Pay All Final Wages; (6) Failure to Indemnify; (7) Unfair Competition for Sick Pay Practices;
9 and (8) Unfair Competition.

10 b) Defendant removed the putative class action to the United States District Court
11 for the Central District of California, where it was assigned case number 8:24-cv-00747. On
12 March 24, 2025, the Hon. Serena R. Murillo entered an order granting the Parties' joint
13 stipulation to stay the putative class action until further order.

14 c) On May 22, 2024, Plaintiff filed a representative Labor Code Private Attorneys
15 General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA") action in Sacramento Superior
16 Court, Case No. 24CV010038, on behalf of the State of California and other allegedly aggrieved
17 employees, which pursued a claim for civil penalties pursuant to the PAGA for the same alleged
18 Labor Code violations that Plaintiff alleged in his putative class action complaint.

19 d) Defendant filed a demurrer and motion to stay the PAGA representative action
20 complaint.

21 4. Mediation And Settlement Agreement Reached By The Parties. On February 19,
22 2025, the Parties, by and through their counsel, participated in a private mediation before Lisa
23 Klerman, Esq. Those further efforts were successful with the Parties agreeing to the mediator's
24 proposal to resolve the Action in principle and on a class-wide and PAGA representative basis.
25 This Stipulation formalizes the settlement agreement reached by the Parties.

26 5. Investigation. The Parties have conducted a detailed and comprehensive
27 investigation of the claims asserted against Defendant and of the applicable law. The Parties
28 exchanged informal discovery, which included: (a) analysis by the Parties of certain records,

1 arbitration agreements, a complete set of payroll and time data for Defendant's non-exempt
2 employees during the relevant timeframe, and policies pertaining to Plaintiff, Class Members,
3 and the claims asserted in the Action; (b) research of the law applicable to Plaintiff's claims and
4 Defendant's affirmative defenses, as well as the damages alleged by Plaintiff; (c) examination
5 and analysis of information and documents; and (d) consideration of information disclosed at
6 and in connection with mediation.

7 6. Benefits of Settlement. Plaintiff and Class Counsel recognize the uncertainty and
8 risk of the outcome of further litigation, and the difficulties and delays inherent in such
9 litigation. Plaintiff and Class Counsel also are aware of the burdens of proof necessary to
10 establish liability for the claims asserted in the Action, the defenses thereto, and the difficulties
11 inherent in the Action. Based on the foregoing, Plaintiff and Class Counsel have determined
12 that the Settlement set forth in this Stipulation is a fair, adequate, and reasonable settlement,
13 and that it is in the best interest of the Class Members. Based on their discovery and
14 investigation, Class Counsel has determined that the settlement is well within the range of
15 reasonableness. The settlement embodied and documented in this Stipulation is the product of
16 extensive, arms-length negotiations, and is not the product of collusion. Likewise, Defendant
17 has concluded that any further defense of the Action would be protracted and expensive.
18 Substantial amounts of time, energy, and resources have been, and will continue to be, devoted
19 to the defense of the Action unless this settlement is made. Therefore, Defendant has agreed to
20 settle, in the manner and upon the terms set forth in this Stipulation, in order to fully and finally
21 resolve the claims asserted in the Action

22 7. Denial of Wrongdoing. Defendant has denied and continues to deny each of the
23 claims asserted by Plaintiff in the Action, as identified and referenced in Paragraph 3, above.
24 Defendant contends, among other things, that Defendant complied at all times with the
25 California Labor Code and applicable California Wage Orders; that it paid all wages owed to
26 Plaintiff and Class Members; and that any claim for wage payments or penalties owed is not
27 actionable and/or does not give rise to any liability under the California Labor Code. Defendant
28 further contends that it complied at all times with the provisions of the California Business &

Professions Code § 17200 *et seq.* Neither this Stipulation nor any action taken to carry out the Stipulation may be construed as an admission by Defendant of any fault, wrongdoing, or liability whatsoever.

III. DATE OF SETTLEMENT

8. Effective Date. The Court's Judgment shall become final when all of the following events have occurred:

a) The Stipulation has been executed by all Parties, Class Counsel, and Defendant's Counsel;

b) The Court has given preliminary approval to the settlement;

c) The Court has held a Final Settlement Approval Hearing and has entered a Final Approval Order and Judgment that dismisses the Action with prejudice, and approving the Stipulation; and

d) In the event that objections are presented at the Final Settlement Approval Hearing either in writing or through personal attendance, upon the later of:

i. The date of final affirmance on an appeal of the Judgment; the expiration of the time for a petition to review the Judgment; and, if review is granted, the date of final affirmance of the Judgment following review; or

ii. The date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or

iii. If no appeal is filed, the expiration date for filing any appeal from the Judgment.

e) In the event that no objections are presented at or before the Final Settlement Approval Hearing, or that any filed written objections are withdrawn prior to the Final Settlement Approval Hearing, the Court's Judgment shall become final when the conditions set forth in subparagraphs (a) through (d) of this Paragraph 8, hereinabove, have been fulfilled.

IV. CLASS MEMBERS INCLUDED IN THE SETTLEMENT

9. Scope Of The Class. The Class is defined as follows: "Class Members" shall mean: 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

1 military service, the person's legal representative or successor in interest evidenced by
2 reasonable verification), except for any such individual that submits a timely and valid request
3 for exclusion from a release of the class claims.

4 10. Class Members' Objection To This Settlement. Any Class Member may object
5 to the Settlement by mailing a written objection to the Settlement Administrator at the address
6 detailed in the Notice by no later than the Document Receipt Deadline which is forty-five (45)
7 calendar days after the date that the Settlement Administrator originally mails Notices to Class
8 Members. Even if a Class Member fails to timely submit a written objection to the Settlement
9 Administrator, he or she may appear at the Final Fairness Hearing to object to the Settlement.
10 Any Class Member who does not object to the Settlement through a written objection and/or by
11 appearing at the Final Fairness Hearing, however, may not appeal the Final Judgment. In the
12 event that the Court approves this Settlement notwithstanding the objections of any Class
13 Members, Class Members who object to the Settlement will nonetheless be bound by the
14 Settlement. Class Members who have opted out of the Settlement as detailed in Paragraph 22,
15 subparagraph (d), herein do not have standing to object to the Settlement or to file an appeal for
16 purposes of Paragraph 8.

17 11. Class Members' Exclusion ("Opt-Out") From This Settlement. Any Class
18 Member may request to be excluded ("opt-out") from this Settlement by mailing a written
19 Request for Exclusion to the Settlement Administrator as prescribed in Paragraph 22,
20 subparagraph (e), herein. Each Class Member who submits a valid Request for Exclusion shall
21 not be a Class Member and shall not be bound by the Settlement, except that if he or she is a
22 PAGA Group Member, he or she will still be bound by the PAGA Release and will receive his
23 or her proportionate share of the portion of the PAGA Payment that is allocated to PAGA Group
24 Members. Each Class Member who has not validly and timely opted-out as prescribed in
25 Paragraph 22, subparagraph (d), herein, will be subject to the Release in full.

26 12. Class Members and PAGA Group Members' Disputes Regarding The Number Of
27 Qualifying Workweeks or Qualifying Pay Periods attributable to them. If a Class Member or
28 PAGA Group Member wishes to dispute the number of Qualifying Workweeks or Qualifying

1 Pay Periods attributed to them and listed on the Class Notice, the Class Member or PAGA Group
2 Member must notify the Settlement Administrator and should produce any available supporting
3 evidence to the Settlement Administrator of the dates the Class Member or PAGA Group
4 Member contends he or she worked during the Class Period or PAGA Period by no later than
5 the Document Receipt Deadline. Defendant will review its records and provide information to
6 the Settlement Administrator in response to any such disputed claim. Defendant's records will
7 be presumed to be determinative, but the Settlement Administrator will evaluate the evidence
8 submitted by the Class Member or PAGA Group Member and make the decision as to which
9 dates should be applied. The determination by the Settlement Administrator will be final and
10 binding, subject to oversight by the Court. If a person believes that he or she was wrongly
11 excluded from being a member of the Class or PAGA Group, that person must notify the
12 Settlement Administrator by the Document Receipt Deadline. The Parties will endeavor to
13 resolve the issue informally. If they are unable to do so, the Parties will refer the matter to the
14 Court for a final determination on whether relief should be provided to that individual.

15 13. Termination Provision. Defendant reserves the right, at its sole discretion, to
16 revoke this Stipulation and the settlement provided for herein prior to the Final Settlement
17 Approval Hearing in the event that five percent (5%) or more Class Members opt out of the
18 Settlement by submitting timely and valid Requests for Exclusion in the manner set forth in
19 Paragraph 22, subparagraph (e), below, in which case this Stipulation will not have any force
20 and/or effect. Defendant shall make its election within seven (7) calendar days of receipt from
21 the Settlement Administrator of the total percentage of opt-outs. If the Settlement is voided, no
22 payment will be made by Defendant to Plaintiff, any Class Member, or Class Counsel; and all
23 Parties and third parties referenced in this Stipulation will bear their own costs, fees, and
24 expenses associated with the Settlement. However, Defendant will be responsible for the costs
25 incurred by the Settlement Administrator.

26 14. Pro Rata Increase. It is estimated that between March 1, 2021 and March 15,
27 2024 (the "Data Period"), there were approximately 15,884 workweeks worked by Settlement
28 Class Members for Defendant during the Data Period. It is further estimated that there are

20,961 workweeks worked by the Settlement Class Members between March 1, 2021 and February 19, 2025. If, during the settlement administration, it turns out that the actual number of weeks in which the Settlement Class Members performed work between March 1, 2021 and February 19, 2025 exceeds above the 20,961 workweeks (*i.e.*, 23,057 weeks or above), then percentage above 10% shall be the Overage Factor. For example, if the actual weeks worked between March 1, 2021 and February 19, 2025 is determined to be 23,476 (*i.e.*, 12% above 20,961), then the Overage Factor is 2%. In the event that the settlement administrator determines that there is an Overage Factor, then Defendant shall have the sole and exclusive decision to either: (a) adjust the end date of the Class Period so that the total number of workweeks during the Class Period is reduced by the Overage Factor; or (b) pay a pro rata share of the Maximum Settlement Amount for all workweeks worked by Settlement Class Members for Defendant that are in excess of 10% above the 20,961 workweeks worked between March 1, 2021 and February 19, 2025.

15. Finality Of Settlement. As of the Effective Date, the settlement contained herein, including the Release outlined below, shall be final and binding upon all Class Members who do not exclude themselves from the settlement, referred to as “Participating Class Member” or “Participating Class Members.”

V. RELEASES

16. Release By Plaintiff And Participating Class Members. As of the date that Defendant fully funds the Total Class Action Settlement Amount and employer’s share of taxes, Plaintiff and Participating Class Members release the Released Parties from the following, collectively referred to as the “Released Class Claims” during the Class Period:

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 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

1 properly provide premium pay in lieu thereof; (c) failure to pay wages due, including but
2 not limited to minimum wages, straight-time wages, overtime wages, vacation pay, sick
3 pay, meal period premiums, rest period premiums, reporting time wages, split
4 differentials, and bonuses; (d) failure to provide complete, accurate or properly formatted
5 wage statements; (e) failure to maintain accurate records of hours worked and meal
6 periods; (f) failure to pay all wages timely at the time of termination and/or during
7 employment; (g) failure to reimburse for all necessary expenditures or losses, including
8 but not limited to costs associated with personal cell phone usage, internet use, phone
9 maintenance, washing company vehicles, and maintaining company vehicles; (h) unfair
10 business practices for sick pay, including the failure to provide sick pay and/or payments
11 on wage statements; (i) unfair business practices that could have been premised on the
12 claims, causes of action or legal theories of relief described above or any of the claims,
13 causes of action or legal theories of relief pleaded in the operative complaint; (j) any
14 other claims or penalties under the wage and hour laws pleaded in the Action; and (k) all
15 damages, penalties, interest and other amounts recoverable under said claims, causes of
16 action or legal theories of relief (collectively, the “Released Claims”). The period of the
17 Release shall extend to the limits of the Class Period. The res judicata effect of the
18 Judgment will be the same as that of the Release. Defendant shall be entitled to a release
19 of Released Claims which occurred during the Class Period only during such time that
20 the Settlement Class Member was classified as non-exempt, and expressly excluding all
21 other claims, including claims for vested benefits, wrongful termination, unemployment
22 insurance, disability, social security, workers’ compensation, claims while classified as
23 exempt, and claims outside of the Class Period.

24 By virtue of this Stipulation, Plaintiff and Participating Class Members shall be deemed
25 to have, and by operation of the final judgment approved by the Court, shall have, fully,
26 finally, and forever settled and released all of the Released Class Claims as defined in
27 this Stipulation.
28

1 17. PAGA Release. As of the date Defendant fully funds the Total Class Action
2 Settlement Amount and employer's share of taxes, Plaintiff, the PAGA Group Members
3 (including the Class Representative), and the State of California will release the Released Parties
4 from the following claims under the California Labor Code Private Attorneys General Act of
5 2024:

6 All causes of action and factual or legal theories that were alleged in the operative
7 complaint or reasonably could have been alleged based on the facts contained in the
8 operative complaints in Action, including the claims that at issue in the Amended
9 Complaint as described in Paragraph 24 herein, including but not limited to claims for:
10 (a) failure to provide proper meal periods, and/or to properly provide premium pay in
11 lieu thereof; (b) failure to provide proper rest periods, and/or to properly provide
12 premium pay in lieu thereof; (c) failure to pay wages due, including but not limited to
13 minimum wages, straight-time wages, overtime wages, vacation pay, sick pay, meal
14 period premiums, rest period premiums, reporting time wages, split differentials, and
15 bonuses; (d) failure to provide complete, accurate or properly formatted wage
16 statements; (e) failure to maintain accurate records of hours worked and meal periods;
17 (f) failure to pay all wages timely at the time of termination and/or during employment;
18 (g) failure to reimburse for all necessary expenditures or losses, including but not limited
19 to costs associated with personal cell phone usage, internet use, phone maintenance,
20 washing company vehicles, and maintaining company vehicles; (h) unfair business
21 practices for sick pay, including the failure to provide sick pay and/or payments on wage
22 statements; (i) unfair business practices that could have been premised on the claims,
23 causes of action or legal theories of relief described above or any of the claims, causes
24 of action or legal theories of relief pleaded in the operative complaint; (j) any other
25 claims or penalties under the wage and hour laws pleaded in the Action; and (k) all
26 damages, penalties, interest, attorneys' fees and other amounts recoverable under said
27 claims, causes of action or legal theories of relief (collectively, the "PAGA Released
28 Claims"). The period of the Release shall extend to the limits of the PAGA Period. The

1 res judicata effect of the Judgment will be the same as that of the Release. The PAGA
2 release herein is expressly limited to claims for civil penalties under the PAGA.

3 18. Representation Regarding Claims. Plaintiff and Class Counsel further represent
4 that Plaintiff and Class Counsel are not currently aware of any: (a) unalleged claims by
5 Plaintiff's counsel in addition to, or different from, those which are finally and forever settled
6 and released against the Released Parties by this Stipulation; and (b) unalleged facts or legal
7 theories by Plaintiff's counsel upon which any claims or causes of action could be brought
8 against Defendant, except such facts and theories specifically alleged in the operative
9 complaints in this Action. Plaintiff and Class Counsel further represent that, other than the
10 actions being resolved by this Stipulation, they have no current intention of asserting any other
11 claims against Defendant in any judicial or administrative forum. Plaintiff and Plaintiff's
12 Counsel will further represent that they do not currently represent any persons who have
13 expressed any interest in pursuing litigation or seeking any recovery against Defendant
14 regarding the claims alleged in the Class Action and PAGA Action. The Parties acknowledge,
15 understand and agree that the representations described in this paragraph are essential to the
16 Stipulation and that this Agreement would not have been entered into were it not for this
17 representation. Any misrepresentation regarding the above are deemed material breaches of this
18 Stipulation and cause for nullification of the Stipulation pursuant to Paragraph 35.

19 **VI. AMOUNT AND DISTRIBUTION OF SETTLEMENT**

20 19. Settlement Amount. The Total Class Action Settlement Amount shall be Eight
21 Hundred and Thirty-Five Thousand Dollars and Zero Cents (\$835,000.00). Defendant will pay
22 the Total Class Action Settlement Amount within thirty (30) calendar days following the
23 Effective Date by wiring that amount to the Settlement Administrator. Under no circumstances
24 will Defendant be obligated to pay more than the amount of \$835,000.00 as a result of this
25 Settlement and except as provided by Paragraph 14 and/or as is required by Defendant paying
26 the employer's share of taxes associated with the Settlement.

27 20. Deduction From Settlement Amount. Deductions from the Total Class Action
28 Settlement Amount, all subject to Court approval, shall be made for:

1 a) Attorneys' Fees. Class Counsel may apply for an award of attorneys' fees, not to
2 exceed one-third of the total Total Class Action Settlement Amount. The attorneys' fees award
3 shall be paid from the Total Class Action Settlement Amount. Defendant agrees not to oppose
4 any such applications that are consistent with this paragraph. The amount of attorneys' fees
5 shall include all past and future attorneys' fees incurred in the Action, including, without
6 limitation, all time expended by Class Counsel in the Action or in defending the Stipulation and
7 securing final approval of the Stipulation (including any appeals thereof). Even in the event that
8 the Court reduces or does not approve the award of attorneys' fees discussed in this paragraph,
9 but still finally approves this Settlement, the Class Representative and Class Counsel shall not
10 have the right to revoke this Stipulation.

11 b) Attorneys' Costs. In addition to attorneys' fees, Class Counsel may apply for an
12 award of costs, not to exceed the sum of Twenty Five Thousand Dollars and Zero Cents
13 (\$25,000.00). The costs award shall be paid from the Total Class Action Settlement Amount.
14 Defendant agrees not to oppose any such applications that are consistent with this paragraph.
15 The amount of costs shall include all past and future costs associated with the Action, including,
16 without limitation, all costs expended by Class Counsel in the Action on in defending the
17 Stipulation and securing final approval of the Stipulation (including any appeals thereof). Even
18 in the event that the Court reduces or does not approve the award of costs discussed in this
19 paragraph, but still finally approves this Settlement, the Class Representative and Class Counsel
20 shall not have the right to revoke this Stipulation.

21 c) Class Representative's Enhancement Awards. Class Counsel may apply for an
22 enhancement award to the Class Representative in an amount not to exceed Five Thousand
23 Dollars and no cents (\$5,000.00). The enhancement award shall be paid from the Total Class
24 Action Settlement Amount. Defendant agrees not to oppose any such application that is
25 consistent with this paragraph. Even in the event that the Court reduces or does not approve the
26 enhancement award discussed in this paragraph, but still finally approves this Settlement, the
27 Class Representative and Class Counsel shall not have the right to revoke this Stipulation.

1 d) Settlement Administration Costs and Fees. All actual costs for claims
2 administration, including related accounting costs, in an amount not to exceed \$6,000.00 shall
3 be paid from the Total Class Action Settlement Amount. The Parties contemplate that the
4 Settlement Administrator shall be Apex, or any other third-party class action settlement
5 administrator agreed to by the Parties and approved by the Court for the purposes of
6 administering this Stipulation. If a Settlement Administrator is not agreed upon by the Parties,
7 Class Counsel shall select a Settlement Administrator on the bases of cost and competence, with
8 the best interest of the Class in mind, subject to approval by the Court for purposes of
9 administering this Stipulation. To the extent actual costs for claims administration are less than
10 \$6,000.00, those amounts will be credited to the Total Class Action Settlement Amount prior to
11 distribution of the Net Settlement Amount to Participating Class Members. Defendant agrees
12 not to oppose any such applications that are consistent with this paragraph. Even in the event
13 that the Court reduces or does not approve the Settlement Administration Costs and Fees
14 discussed in this paragraph, but still finally approves this Settlement, Class Representatives and
15 Class Counsel shall not have the right to revoke this Stipulation.

16 e) PAGA Allocation. The Parties agree to allocate Eighty Thousand Dollars and
17 Zero Cents (\$80,000.00) of the Total Class Action Settlement Amount to resolve the PAGA
18 Group Members' claims arising under PAGA (the "PAGA Allocation"). Pursuant to PAGA,
19 seventy-five percent (75%) of the PAGA Allocation shall be paid to the State of California
20 Labor and Workforce Development Agency (the "LWDA"), with the remaining twenty-five
21 percent (25%), paid pro rata to PAGA Group Members as set forth below.

22 f) Payment of Individual Settlement Awards To Participating Class Members. After
23 the amounts described in Paragraph 20, subparagraphs (a) through (e), above, have been
24 deducted from the Total Class Action Settlement Amount, the remainder – the Net Settlement
25 Amount – shall be distributed to each Participating Class Member, in the following manner:

26 The Net Settlement Amount shall be divided by the number of aggregate Qualified
27 Weeks worked by all Participating Class Members during the Class Period to produce a "Weekly
28 Settlement Value." A "Qualified Week" shall be a week where a Participating Class Member

1 was employed by Defendant in California as a non-exempt employee during the Class Period,
2 though Defendant may exclude, if feasible, weeks where a class member did not record any time
3 worked in Defendant's timekeeping system, including vacation and leave weeks. Each
4 Participating Class Member shall be eligible to receive a settlement payment in the amount of
5 the total number of Qualified Weeks attributable to the Participating Class Member during the
6 Class Period multiplied by the Weekly Settlement Value, less applicable withholdings, provided
7 that the Participating Class Member has not submitted a Request for Exclusion.

8 g. Payment of Portion of PAGA Allocation to PAGA Group Members. Twenty-five
9 percent (25%) of the PAGA Allocation to be paid to the PAGA Group Members shall be divided
10 by the number of aggregate Qualified Pay Periods worked by all PAGA Group Members during
11 the PAGA Period to produce a "Pay Period Settlement Value." A "Qualified Pay Period" shall
12 be a pay period where a PAGA Group Member was employed by Defendant in California as a
13 non-exempt employee, at any time during the PAGA Period, though Defendant may exclude, if
14 feasible, pay periods where a class member did not record any time worked in Defendant's
15 timekeeping system, including vacation and leave pay periods. Each PAGA Group Member
16 shall be eligible to receive a settlement payment in the amount of the total number of Qualified
17 Pay Periods attributable to the PAGA Group Member during the PAGA Period multiplied by
18 the Pay Period Settlement Value (the "PAGA Payment").

19 21. Non-Reversionary Settlement. There will be no reversion to Defendant. In the
20 event that an Individual Settlement Award is paid to a Participating Class Member by check and
21 the check is not cashed on or before the Check Cashing Deadline, the amount of the Individual
22 Settlement Award shall be considered unclaimed. Each unclaimed Individual Settlement Award
23 paid to a Class Member but not cashed on or before the Check Cashing Deadline shall be
24 tendered to the State of California State Controller's Office, Unclaimed Property Fund in the
25 Participating Class Member's name.

26 **VII. SETTLEMENT ADMINISTRATION**

27 22. Settlement Administrator's Duties. The Settlement Administrator shall be
28 responsible for (a) processing the data provided by Defendant to be used in calculating

1 Individual Settlement Awards; (b) preparing, printing, and mailing to Class Members the Notice
2 (attached hereto as **Exhibit 1**), as well as following up with reasonable skip tracing; (c) notifying
3 the Parties of the identity of Class Members who submit timely Requests for Exclusion; (d)
4 calculating and mailing Individual Settlement Awards to Class Members; (e) filing any required
5 federal and state tax forms and related agency reporting; (f) filing any required reports with the
6 Court; and (g) any and all such other tasks as to which the Parties mutually agree, or which the
7 Court orders the Settlement Administrator to perform. The claims process shall be anonymous
8 to the extent possible.

9 Specifically, the Settlement Administrator shall perform the following duties:

10 a) Processing Of Data Provided By Defendant Regarding Class Members. Upon
11 receipt of the data provided by Defendant pursuant to Paragraph 30 herein, the Settlement
12 Administrator shall determine, for each Class Member and/or PAGA Group Member: (i) the
13 Class Member and/or PAGA Group Member's name, (ii) the Class Member or PAGA Group
14 Member's last known address, (iii) the last four digits of the Class Member and/or PAGA Group
15 Member's social security number, (iv) the Class Member's number of Qualified Weeks; (v) the
16 Weekly Settlement Value to be paid to the Class Member pursuant to Paragraph 20,
17 subparagraph (f), above; (vi) the PAGA Group Member's number of Qualified Pay Periods;
18 (vii) the Pay Period Settlement Value to be paid to the PAGA Group Members pursuant to
19 Paragraph 20, subparagraph (g), above; and (viii) whether the escalator is triggered pursuant to
20 Paragraph 14 above, and if so by how much.

21 b) Mailing Of Documents. Within thirty (30) calendar days of receipt of the
22 database containing the information to be provided by Defendant pursuant to Paragraph 28
23 herein, the Settlement Administrator shall mail a copy of the Notice to all Class Members by
24 first class regular U.S. Mail, using the most current mailing address information provided by
25 Defendant and/or obtained by the Settlement Administrator. Prior to mailing the Notice to Class
26 Members, the Settlement Administrator shall run the addresses in the data provided by
27 Defendant through the National Change of Address Database for any address updates and update
28 the data as necessary. The Settlement Administrator will engage in address searches consistent

1 with its normal practices in administering settlements of wage claims, including skip tracing.
2 Such search efforts shall include, where necessary, using social security numbers to obtain better
3 address information and attempting to call such Class Members.

4 c) Reminder Notice: The Settlement Administration shall mail a reminder postcard
5 to Class Members 30 days after Class Notice is sent, which will contain information including
6 but not limited to the following: the Document Receipt Deadline, how to object, and how to
7 exclude oneself from a release of the class claims.

8 d) Re-Mailing Of Returned Notices. Notices returned to the Settlement
9 Administrator as non-delivered shall be re-sent to the forwarding address, if any, on the returned
10 envelope. If no forwarding address is provided, the Settlement Administrator will promptly
11 attempt to determine the correct address using a skip-trace, or other search using the name,
12 address and/or Social Security number of the Class Member involved, and will then perform a
13 single re-mailing. The Settlement Administrator will skip trace and re-mail all returned
14 undeliverable mail within five (5) calendar days of receiving notice that the Notice was
15 undeliverable. A returned Notice will be forwarded only once per Class Member by the
16 Settlement Administrator. Those Class Members who receive a re-mailed Class Notice, whether
17 by skip-trace or by request, will have either (a) an additional fourteen (14) calendar days or (b)
18 until the Document Receipt Deadline, whichever is later, to submit a Request for Exclusion or
19 an objection to the Settlement. Upon completion of these steps by the Settlement Administrator,
20 the Parties shall be deemed to have satisfied their obligation to provide the Notice to the affected
21 Class Member. The affected Class Member shall be a Participating Class Member and shall be
22 bound by all the terms of this Stipulation and the Court's Final Order and Judgment.

23 e) Processing Requests For Exclusion ("Opt-Outs") From Settlement. In the event
24 that a Class Member wishes to be excluded ("opts out") from the settlement provided herein, he
25 or she must mail a written Request for Exclusion to the Settlement Administrator by first class
26 U.S. Mail, or equivalent, postage paid and postmarked, by no later than the Document Receipt
27 Deadline, which is forty-five (45) calendar days after the date that the Settlement Administrator
28 originally mails Notices to Class Members. As provided in Paragraph 22(d), if the Class Notice

1 is re-mailed, the Class Member will have either (a) an additional fourteen (14) calendar days or
2 (b) until the Document Receipt Deadline, whichever is later, to submit a Request for Exclusion
3 or an objection to the Settlement. To be valid, the written Request for Exclusion must include
4 (i) the Class Member's name, (ii) the Class Member's address, (iii) a request that the Class
5 Member wishes to be excluded from the settlement, and (iv) the Class Member's signature. The
6 Settlement Administrator shall notify Class Counsel and Defendant's Counsel of its receipt of
7 all valid Requests for Exclusion within five (5) business days after having received each such
8 Request for Exclusion.

9 f) Payment of Individual Settlement Awards. The Settlement Administrator shall
10 be solely responsible for the disbursement of the Individual Settlement Award payments.

11 g) Declaration Of Due Diligence. No later than thirty (30) calendar days prior to
12 the Final Settlement Approval Hearing, the Settlement Administrator shall provide both Parties
13 with a declaration of due diligence to be filed with the Court.

14 h) Allocating Portions Of the Individual Settlement As Wages. The Settlement
15 Administrator shall be responsible for calculating the portion of each Individual Settlement
16 Award to be allocated as wages. Twenty Five Percent (25%) of each Individual Settlement
17 Award shall be allocated as wages, and Seventy Five (75%) of each Individual Settlement
18 Award shall be allocated as interest and penalties.

19 i) Taxation Of Individual Settlement Awards. The portion of each Individual
20 Settlement Award allocated as wages shall be subject to payroll withholding. The Settlement
21 Administrator shall be responsible for paying the employees' share of federal, state, and local
22 payroll and income taxes. Appropriate withholding of the employee's share of income taxes
23 shall be deducted from each Individual Settlement Award. The employer's share of payroll taxes
24 shall be paid by Defendant outside of the Total Class Action Settlement Amount.

25 j) Taxation Of Payment Of Portion of PAGA Allocation. One Hundred Percent
26 (100%) of the payment to PAGA Group Members as part of the PAGA Allocation will be treated
27 as penalties and PAGA Group Members will be issued an IRS Form 1099 for that portion of the
28

1 payment. The Settlement Administrator will be responsible for calculating and withholding any
2 required state and federal taxes.

3 k) Federal Tax Reporting. The Settlement Administrator shall issue an IRS Form
4 W-2 to each Class Member for the portion of the Individual Settlement Award that is designated
5 as wages. The Settlement Administrator shall issue an IRS Form 1099 to each Class Member
6 for the portion of the Individual Settlement Awards or payment of the PAGA Allocation that is
7 not designated as wages. The Settlement Administrator shall issue an IRS Form 1099 to the
8 Class Representative for any enhancement award paid pursuant to Paragraph 20, subparagraph
9 (c), above, in connection with his or her role as the Class Representative.

10 l) State Tax Reporting. The Settlement Administrator shall file, with the California
11 Employment Development Department (“EDD”), the required reports of Personal Income Tax
12 (“PIT”) wages withheld from the Individual Settlement Awards, as well as the amounts to be
13 paid as Unemployment Insurance (“UI”), Employment Training Tax (“ETT”), and State
14 Disability Insurance (“SDI”). For purposes of this reporting, prior to disbursement of the
15 Individual Settlement Awards, the Settlement Administrator shall provide Defendant with a list
16 of all Class Members, and Defendant shall provide to the Settlement Administrator with its
17 Form DE 2088, Notice of Contribution Rates and Statement of UI Account, for the current
18 calendar year (if unavailable, Defendant may provide instead their California State Employer’s
19 Identification Number and applicable UI and ETT Rates).

20 m) Responsibility For Tax Obligations. All Class Members and the Class
21 Representative will be responsible for correctly characterizing the compensation they receive
22 for tax purposes and for paying any taxes on the amounts received, except for the employer
23 contributions, which will be handled as provided by this Stipulation. Defendant is not liable for
24 any amounts assessed by a tax authority on account of the Class Members’ or the Class
25 Representative’s failures to pay all taxes due on amounts they receive hereunder, except if the
26 failure results from Defendant’s failure to pay its own portion of taxes due. The liability of each
27 Class Member and the Class Representative is limited to the liability caused by that individual’s
28 own failure.

n) Mailing Of Individual Settlement Awards and Portion of PAGA Allocation to PAGA Group Members. Within fourteen (14) calendar days after Defendant's transfer of funds to the Settlement Administrator, the Settlement Administrator shall mail all Participating Class Members and PAGA Group Members their Individual Settlement Awards and/or portion of the PAGA Allocation. Each check issued to a Class Member shall remain valid and negotiable for one hundred eighty (180) days from the date of issuance. Those Individual Settlement Awards and/or portion of PAGA Allocation payment not cashed by the Check Cashing Deadline shall be canceled automatically, in which event the Participating Class Member and/or PAGA Group Member's check will be deemed void and the unclaimed funds shall be sent to the California State Controller's Office Unclaimed Property Fund in the name of the Participating Class Member and/or PAGA Group Member to whom the funds were distributed.

o) Payments To Class Counsel. Within fourteen (14) calendar days after Defendant's transfer of funds to the Settlement Administrator, the Settlement Administrator shall pay the attorneys' fees and costs, as detailed in Paragraph 20, subparagraphs (a) and (b), above.

p) Payment Of PAGA Allocation. Within fourteen (14) calendar days after Defendant's transfer of funds to the Settlement Administrator, the Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Allocation to the LWDA as civil penalties, as detailed in Paragraph 20, subparagraphs (e), above.

23. Disputes Regarding The Settlement Administrator's Performance of Duties. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation until all payments and obligations contemplated by this Stipulation have been fully carried out. Plaintiff, Plaintiff's counsel, Defendant, and Defendant's counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments.

VIII. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY COURT APPROVAL

1 24. Amended Complaint and PAGA Notice: The Parties agree, that as a precondition
2 to the enforceability of this Stipulation: (i) counsel for all Parties must agree on the terms,
3 substance, and language of a proposed amended complaint to be filed in Sacramento Superior
4 Court, Case No. 24CV010038, which ensures that the Action covers all of the Class Released
5 Claims and PAGA Released Claims to the full extent of the Class Period and PAGA Period
6 alleged in the Action; (ii) a verbatim copy of the mutually-agreed amended Complaint is filed
7 in this Court; (iii) counsel for all Parties must agree on the terms, substance, and language of a
8 proposed amended PAGA Notice to be submitted to the LWDA, which ensures that the Notice
9 covers all of the PAGA Released Claims to the full extent of the PAGA Period alleged in the
10 Action. The Parties further agree that Defendant will not be obligated to respond to the Amended
11 Complaint filed in the Court, but the Parties will instead promptly submit a joint notice of
12 settlement that would relieve Defendant of its responsive pleading deadline. In the event that
13 the Settlement is not finally approved, Plaintiff will dismiss the newly-filed Amended
14 Complaint without prejudice and the stay will be lifted.

15 25. Submission Of Stipulation To Court. After Plaintiff files his Amended Complaint
16 and Amended PAGA Notice pursuant to Paragraph 24 above, the Parties shall promptly submit
17 this Stipulation to the Court in support of Plaintiff's motion for preliminary approval and
18 determination by the Court as to the fairness, adequacy, and reasonableness of this Stipulation,
19 and shall apply to the Court for the entry of an order substantially in the following form:

20 a) Scheduling a fairness hearing on the question of whether the proposed Settlement
21 – including payment of attorneys' fees, attorneys' costs, appointment of the Class
22 Representative and the amount of their enhancement award, and the method of determining
23 Individual Settlement Awards to be paid to Class Members – should be finally approved as fair,
24 reasonable, and adequate as to the Class;

25 b) Approving as to form and content the proposed Notice (attached as **Exhibit 1**);

26 c) Directing the mailing to Class Members of the Notice, by first class U.S. Mail,
27 pursuant to the terms specified herein; and
28

d) Preliminarily approving the Settlement, subject only to the objections of Class Members and final review by the Court;

e) Plaintiff's counsel shall submit a proposed motion for preliminary approval of class action settlement to Defendant's counsel for review and comment no less than five business days prior to filing the motion for preliminary approval

26. Amendment Of This Stipulation To Conform To The Court's Order. To the extent the Court does not approve this Stipulation, or any term contained herein, and instead allows the Parties to amend this Stipulation, the Parties agree to cooperate in good faith to amend the Stipulation in accordance with the Court's direction, and to retain all other terms of the Stipulation that the Court approves.

IX. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

27. Timely Approval Of Documents To Be Mailed By The Settlement Administrator. Counsel for the Parties shall respond to requests by the Settlement Administrator to approve all settlement administration documents, including the Notice to be mailed to the Class, within four (4) business days of the Settlement Administrator's request for approval.

28. Defendant's Provision Of Class Member Data To Settlement Administrator. No later than thirty (30) calendar days following preliminary approval of this Settlement by the Court, Defendant shall provide the Settlement Administrator with data that is within Defendant's possession containing, for each Class Member and/or PAGA Group Member: (a) the Class Member/PAGA Group Member's name; (b) the Class Member/PAGA Group Member's last known address; (c) the Class Member/PAGA Group Member's social security number; (d) the number of workweeks worked by the Class Member between March 1, 2021 and February 19, 2025; (e) the number of workweeks that the Class Member was employed by Defendant as a California non-exempt employee during the Class Period, though Defendant may exclude, if feasible, weeks where a class member did not record any time worked in Defendant's timekeeping system, including vacation and leave weeks; (f) the number of workweeks that the PAGA Group Member was employed by Defendant as a California non-exempt employee during the PAGA Period, though Defendant may exclude, if feasible, pay periods where the

1 individual did not record any time worked in Defendant's timekeeping system, including
2 vacation and leave pay periods. This Class Member and/or PAGA Group Member information
3 is confidential and not to be disclosed to anyone other than the Settlement Administrator. In the
4 event that a dispute arises about the number of Qualifying Workweeks or Qualifying Pay Periods
5 for a Class Member and/or PAGA Group Member, Class Counsel may be provided with
6 information identifying each Class Member and/or PAGA Group Member by number (with all
7 other identifying information removed), and reflecting the number of Qualifying Workweeks or
8 Qualifying Pay Periods during the Class Period and PAGA Period. This information shall be
9 based on Defendant's payroll and other business records, and shall be in a format readily
10 accessible to Defendant. In the event that approval of the documents takes more than four (4)
11 business days, the Claims Administrator shall mail the Notice to the Class Members within five
12 (5) business days of receiving approval of the documents.

13 29. Disputes Arising From Claims Administration. Any disputes arising during the
14 claims administration process must be resolved informally by counsel for the Parties and, if the
15 Parties cannot agree, by the Settlement Administrator, within ten (10) calendar days of the
16 Document Receipt Deadline.

17 30. Submissions Required For Final Approval Of The Settlement. Class Counsel
18 shall timely prepare, subject to Defendant's review and right to comment, Final Settlement
19 Papers in conformance with the terms of this Settlement, including (1) a motion for final
20 approval of the Settlement; (2) a motion for award of attorneys' fees and costs; (3) a motion for
21 the Class Representative's enhancement award; (4) the [Proposed] Final Settlement Order; and
22 (5) any other documents, petitions, or motions required to effectuate this Stipulation— including,
23 but not limited to, any additional proposed orders requested by the Court. Class Counsel will
24 endeavor to submit the Final Settlement Papers to Defendant's Counsel no later than three (3)
25 court days prior to the deadline for filing the motion for final approval of the stipulation. In the
26 event that Class Counsel and Defendant's Counsel cannot resolve any dispute regarding the
27 Final Settlement Papers arising from Defendant's right to review and comment, Defendant's
28

Counsel shall submit its objections to the Final Settlement Papers to the Court before or during the Final Settlement Approval Hearing.

31. Fairness Hearing. Upon expiration of the Document Receipt Deadline, the Parties shall attend a Final Settlement Approval Hearing with the Court to finally approve the Stipulation as fair, reasonable, and adequate as to (a) Class Members; (b) attorneys' fees and costs to Class Counsel; (c) the enhancement award to the Class Representative; (d) the costs and fees for claims administration; (e) the PAGA Allocation; and (f) the Individual Settlement Awards to be paid to the Class Members, including the methodology used to calculate such awards.

X. DUTIES OF THE PARTIES FOLLOWING COURT APPROVAL

32. Final Approval, And Entry Of Judgment. At or before the Final Settlement Approval Hearing, Class Counsel shall submit the [Proposed] Final Settlement Order and Judgment to the Court for the Court's approval and entry. After entry of the Final Approval Order and Judgment, the Court shall have continuing jurisdiction over the administration of the Stipulation.

33. Payment Of Settlement Amount. Defendant shall deposit the Total Class Action Settlement Amount and an amount sufficient to pay Defendant's share of payroll taxes into an account established by the Settlement Administrator. Defendant will pay the Total Class Action Settlement Amount within thirty (30) calendar days following the Effective Date by wiring that amount to the Settlement Administrator. The Settlement Administrator will retain authority over the deposited funds, which are to be used in accordance with this Stipulation and any orders of the Court. The Settlement Administrator shall make all payments and other disbursements required by this Stipulation from the Total Class Action Settlement Amount. Defendant shall have no further obligations over the distribution of the Total Class Action Settlement Amount.

34. Provision Of Final Approval Order And Judgment To Settlement Administrator. Within two (2) business days of the Court serving Class counsel with the Final Approval Order and Judgment and/or the Final Approval Order and Judgment becoming available on the Online

Docket website, Class Counsel shall provide the Settlement Administrator with a copy of the Final Settlement Approval Order and Judgment.

XI. ADDITIONAL TERMS

35. Nullification Of Settlement. This Stipulation shall be null and void, and any order of judgment entered by the Court in furtherance of the Settlement shall be vitiated *nunc pro tunc*, if any of the following occurs:

- a) The Court does not enter the Final Approval Order and Judgment as provided for herein or contemplated by this Stipulation;
- b) The Court does not finally approve the Settlement as provided for herein;
- c) The Court does not enter a Final Approval Order and Judgment as provided for herein that becomes final as a result of the occurrence of the Effective Date; or
- d) The Settlement does not become final for any other reason.

Plaintiff or Class Counsel misrepresented their awareness of any unalleged claims against the Released Parties or unalleged facts or legal theories upon which claims or causes of actions could be brought against Defendant, pursuant to Paragraph 18. In such a case, the Parties shall be returned to their respective statuses prior to the settlement, and the Parties shall proceed in all respects as if this Stipulation had not been executed. If an appeal is filed from the Court's Final Approval Order and Judgment prior to the Effective Date, administration of the Stipulation shall be immediately stayed pending final resolution of the appeal process.

36. No Admissions. Nothing contained herein is to be construed or deemed to be an admission of liability or wrongdoing by Defendant. This Stipulation and the attached exhibits are settlement documents, and, pursuant to California Evidence Code section 1152, these documents shall be inadmissible in any proceeding except in an action or proceeding to approve, interpret, or enforce this Stipulation.

37. Amendment Or Modification. This Stipulation may be amended or modified only by a written instrument signed by all Parties and counsel for all Parties.

38. Entire Agreement. This Stipulation and the accompanying exhibits constitute and comprise the entire agreement between the Parties. No oral or written representations,

warranties, or inducements have been made to any of the Parties concerning this Stipulation other than the representations, warranties, and covenants contained and memorialized herein.

39. Construction. The Parties agree that the terms of this Stipulation and the accompanying exhibits are the result of lengthy, arms-length negotiations, and that this Stipulation shall not be construed in favor of or against any of the Parties by reason of the extent to which any of the Parties or their respective counsel participated in the drafting of this Stipulation.

40. Parties' Authority. The signatories to this Stipulation represent that they are fully authorized to enter into this Stipulation and to bind the Parties hereto to the terms and conditions hereof.

41. Successors And Assigns. This Stipulation is binding upon, and inures to the benefit of, the Parties' successors and assigns. The Parties represent and warrant that they have not, directly or indirectly, assigned, transferred, or encumbered to any person or entity any portion of any claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

42. Enforcement Of Actions. In the event that any of the Parties to this Stipulation institutes any legal action, arbitration, or other proceeding against any of the other Parties to enforce the provisions of this Stipulation or to declare rights or obligations under this Stipulation, the successful Party shall be entitled to recover from the unsuccessful Party or Parties, reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any such enforcement proceedings.

43. Governing Law. All terms of this Stipulation shall be governed by and interpreted according to the laws of the State of California.

44. Jurisdiction Of The Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith, including under C.C.P § 664.6.

45. Counterparts. This Stipulation may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument. Signatures may be affixed either by original signatures, PDF, or facsimile.

46. Notices. Unless otherwise specifically provided in this Stipulation, all notices, demands, and/or other communications will be in writing and will be deemed to have been duly given as of the third (3rd) business day after mailing by U.S. Mail, addressed as follows:

To The Class:
D. LAW, INC.
Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
250 N. Madison Ave., 2nd Floor
Pasadena, California 91101

To Defendant:
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Melis Atalay
Carla Espinoza
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

47. Enforceability. The Parties intend for this Agreement to be enforceable in the Superior Court of California for the County of Sacramento, by and subject to the Court's pending jurisdiction.

48. Interpretation. This Stipulation shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against any Party. Unless the context indicates otherwise, the term "or" shall be deemed to include the term "and," and the singular or plural number shall be deemed to include the other. Captions and headings are intended solely for convenience of reference and shall not be used in the interpretation of this Stipulation.

49. Confidentiality.

a) General. Plaintiff and Class Counsel shall agree not to disclose or publicize this Stipulation, its terms or contents, and the negotiations underlying the Stipulation, in any manner or form, directly or indirectly, to any person or entity, except potential Class Members and as shall be contractually required to effectuate the terms of the Stipulation. For the avoidance of doubt, this section means Plaintiff and Plaintiff's Counsel agree not to issue press releases,

1 communicate with, or respond to any media or publication entities, publish information in manner
2 or form, whether printed or electronic, on any medium or otherwise communicate, whether by print,
3 video, recording or any other medium, with any person or entity concerning the Settlement, including
4 the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except
5 as shall be contractually required to effectuate the terms of the Settlement. However, for the limited
6 purpose of allowing Plaintiff's Counsel to prove adequacy as class counsel in other actions,
7 Plaintiff's Counsel may disclose the name of the Parties in this action, the venue/case number of this
8 action, and that the Court has approved the requested 1/3 portion of the common fund (but not any
9 other settlement details) for such purposes. This provision does not apply to any public case
10 information contained in filing with the Court

11 b) Media Comment. The Parties and their respective counsel agree that the terms of
12 this Stipulation (including, but not limited to, any settlement amounts), the negotiations leading
13 to this Stipulation, and all documents related to the Stipulation, shall not be discussed with,
14 publicized, or promoted to the media, except as necessary in order to enforce its terms. Class
15 Counsel and/or Plaintiff will not list or refer to the Action in any website, mailing, publicity or
16 similar materials – including, but not limited to, any radio or television stations, newspapers, or
17 magazines. In response to any inquiries, including those from media outlets, concerning the
18 settlement, the Parties and their respective counsel agree that they shall simply respond by
19 stating, "the matter has resolved."

20 a) Class Counsel Marketing And Adequacy Declarations. Class Counsel agrees not
21 to use Defendant's name in marketing materials. Class Counsel and the Class Representative
22 will not make any posting on any website, instant message site, blog, or social networking site
23 that uses Defendant's name, and will not list or refer to the Action in any website, mailings,
24 publicity, or other similar fora or materials. However, for the limited purpose of allowing Class
25 Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the
26 name of the Parties in this action and the venue/case number of this action (but not any other
27 settlement details) for such purposes.

1 50. Exhibits Incorporated By Reference. The terms of this Stipulation include the
2 terms set forth in any attached Exhibit, which are incorporated by this reference as though fully
3 set forth herein. Any Exhibit to this Stipulation is an integral part of the Stipulation.

4 51. Interim Stay Of Proceedings. The Parties agree to refrain from further litigation
5 in the Action, except such proceedings necessary to implement and obtain an Order granting
6 Final Approval of the terms of the Stipulation. The Parties further agree that the mutual,
7 voluntary cessation of litigation shall terminate either as of the Effective Date or the date upon
8 which this Stipulation has been denied by the Court and all subsequent attempts to cure
9 deficiencies pursuant to Paragraph 26 have ended.

10 52. Invalidity Of Any Provision. Before declaring any provision of this Stipulation
11 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
12 consistent with applicable precedents so as to define all provisions of this Stipulation valid and
13 enforceable.

14 53. Class Certification For Settlement Purposes Only. The Parties agree to stipulate
15 to class certification only for purposes of the Stipulation. If, for any reason, the Stipulation is
16 not approved, the stipulation to certification will be void. The Parties further agree that
17 certification for purposes of the settlement is not an admission that class certification is proper
18 under the standard applied to contested certification motions and that this Stipulation will not
19 be admissible in this or any other proceeding as evidence that (i) a class should or should not
20 be certified or (ii) Defendant is or is not liable to the Class Representatives or the putative Class
21 Members.

22 54. All Terms Subject To Final Court Approval. All amounts and procedures
23 described in this Stipulation shall be subject to final Court approval.

24 55. Execution Of Necessary Documents. All Parties shall execute all documents
25 reasonably necessary to effectuate the terms of this settlement.

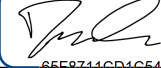
26 56. Binding Agreement. The Parties intend that this settlement shall be fully
27 enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure
28

1 in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
2 that otherwise might apply under federal or state law.

3
4 **FOR PLAINTIFF:**

5 DATED: March 25, 2026

DocuSigned by:


65F8711CD1C5421...

Dustin Smith

D.LAW, Inc.

9 DATED: March 25, 2026


David Keledjian
David Arakelyan
Attorneys for Plaintiff Dustin Smith

12
13 **FOR DEFENDANT:**

14 DATED: _____, 2026

for:
United Seating and Mobility, LLC dba
Numotion

17 DATED: _____, 2026

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

20 By: _____
21 Melis Atalay
22 Carla S. Espinoza

23 Attorneys for Defendant
24 UNITED SEATING AND MOBILITY, L.L.C.
25 dba NUMOTION
26
27
28

1 in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
2 that otherwise might apply under federal or state law.

3
4 **FOR PLAINTIFF:**

5
6 DATED: _____, 2026

Dustin Smith

8
9 D.LAW, Inc.

10 DATED: _____, 2026

David Keledjian
David Arakelyan
Attorneys for Plaintiff Dustin Smith

12
13 **FOR DEFENDANT:**

14 DATED: March 25, 2026

DocuSigned by:


4E7B1E6A450BD43D

Timothy Casey for:
United Seating and Mobility, LLC dba
Numotion

17 DATED: March 25, 2026

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

20
21 By:



Melis Atalay
Carla S. Espinoza

22
23 Attorneys for Defendant
UNITED SEATING AND MOBILITY, L.L.C.
24 dba NUMOTION
25
26
27
28

EXHIBIT 9

EXHIBIT 9

**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: <<Admin ID>>

<<Name>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip Code>>

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, 2024, 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 ANON-EXEMPT EMPLOYEE AT ANY TIME BETWEEN MARCH 1, 2021 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 resolving 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?

Individual Class Payment:

Based on United Seating and Mobility, LLC (dba Numotion)’s records, you worked a total number of <<Work Weeks>> Workweeks during the Class Period.

Based on your Workweeks it is expected that your Individual Class Payment before payroll taxes is approximately <<EstISP>>

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 <<EstISP>> 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.

Individual PAGA Payment:

Based on United Seating and Mobility, LLC (dba Numotion)'s records, you worked a total number of <<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 <<EstISP>>

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 Form 1099 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.

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 [DATE], 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 **[ENTER DATE AND TIME]** 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, 18 Technology Drive, Suite 154, Irvine, CA 92618, fax: 949-878-3536 and be postmarked no later than **[ENTER DATE]**, 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 18 Technology Drive, Suite 154, Irvine, CA 92618, and (c) be filed or postmarked on or before **[ENTER DATE]**. 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 18 Technology Drive, Suite 154, Irvine, CA 92618 and postmarked on or before **[ENTER DATE]**. 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 **[ENTER DATE AND TIME]** 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/sscddept22>;

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 mailed 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 1-800-878-0700 **or** write the Settlement Administrator, Apex Class Action LLC located at 18 Technology Drive, Suite 154, Irvine, CA 92618.

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 10

EXHIBIT 10