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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SACRAMENTO**

13 MICHAEL DEASY and KYLE LOUIS
14 MATTHEWS, individually, and on behalf of all
others similarly situated,

15 *Plaintiffs,*

16 v.

17 MOBILITY WORKS OF CALIFORNIA, LLC,
a California limited liability company; WMK,
18 LLC DBA MOBILITYWORKS, a Ohio limited
liability company; RIDE-AWAY, INC. DBA
19 MOBILITYWORKS, a New Hampshire
corporation; and DOES 1 through 10, inclusive,

20 *Defendants.*
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Case No.: 23CV005712

[Consolidated with Case No. 24CV012416]

[Assigned for All Purposes to the Hon. Jill H. Talley, Dept. 8A]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: May 22, 2026

Time: 9:00 a.m.

Dept.: 8A

Action Filed: July 31, 2023

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiffs Michael Deasy and Kyle Louis' (collectively "Plaintiffs")
3 Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"); the
4 Declaration of John G. Yslas; the Declaration of Michael Deasy; the Declaration of Kyle Louis
5 Matthews; the Declaration of Sean Hartranft, and the Class Action and PAGA Settlement
6 Agreement ("Settlement Agreement"), and good cause appearing therefor, the Court hereby
7 finds and orders as follows:

8 1. The Court finds that the Settlement Agreement appears to be fair, adequate, and
9 reasonable, and in the best interests of the absent class members and therefore meets the
10 requirements for preliminary approval. The Court grants preliminary approval of the Settlement
11 and the Settlement Class based on the terms set forth in the Settlement Agreement between
12 Plaintiffs and Defendant Mobility Works of California, LLC ("Defendant"), attached to the
13 Declaration of John G. Yslas in Support of Plaintiffs' Motion for Preliminary Approval of Class
14 Action and PAGA Settlement as **Exhibit 2**.

15 2. The Settlement falls within the range of reasonableness of a settlement which
16 could ultimately be given final approval by this Court, and appears to be presumptively valid,
17 subject only to any objections that may be raised at the Final Approval Hearing and final
18 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
19 \$675,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
20 a \$30,000.00 allocation toward civil penalties under the Labor Code Private Attorneys General
21 Act of 2004 ("PAGA"), 75% of which (\$50,625.00) will be paid to California's Labor &
22 Workforce Development Agency ("LWDA") and 25% of which (\$16,875.00) will be paid to
23 eligible Aggrieved Employees; (c) a Class Representative Service Payment of up to \$10,000.00
24 to each of the Plaintiffs (\$20,000.00 total); (d) Class Counsel's attorneys' fees, not to exceed
25 35% of the Gross Settlement Amount (currently estimated to be \$236,250.00), and up to
26 \$26,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement
27 Administration Costs of up to \$6,990.00.

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1 3. The Court preliminarily finds that the terms of the Settlement appear to be within
2 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
3 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
4 and reasonable to the Class Members when balanced against the probable outcome of further
5 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
6 significant informal discovery, investigation, research, and litigation have been conducted such
7 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
8 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
9 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
10 the result of intensive, serious, and non-collusive negotiations between the Parties with the
11 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
12 that the Settlement Agreement was entered into in good faith.

13 4. A final approval hearing on the question of whether the proposed Settlement,
14 attorneys' fees and costs to Class Counsel, the PAGA Penalties, and the Class Representative
15 Service Payments should be finally approved as fair, reasonable and adequate as to the members
16 of the Class is hereby set in accordance with the Implementation Schedule in Paragraph 16 set
17 forth below.

18 5. The Court provisionally certifies for settlement purposes only the following class
19 (the "Class"): "all persons who worked for any Defendant in California as an hourly-paid or
20 non-exempt employee at any time during the Class Period."

21 6. "Class Period" means the period from January 31, 2019, through October 18,
22 2025.

23 7. "Aggrieved Employees" means all persons who worked for any Defendant in
24 California as an hourly-paid or non-exempt employee at any time during the PAGA Period.

25 8. "PAGA Period" means the period from April 17, 2023, through October 18, 2025.

26 9. The Court finds, for settlement purposes only, that the Settlement Class meets the
27 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
28 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions

1 of law and fact that are common, or of general interest, to all Settlement Class Members, which
2 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
3 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
4 the interests of the Settlement Class Members; and (5) a class action is superior to other
5 available methods for the fair and efficient adjudication of the controversy.

6 10. The Court appoints as Class Representatives, for settlement purposes only,
7 Plaintiffs Michael Deasy and Kyle Louis Matthews. The Court further preliminarily approves
8 Plaintiffs' ability to request a Class Representative Service Payment of up to \$10,000.00 each
9 (\$20,000.00 total).

10 11. The Court appoints, for settlement purposes only, John G. Yslas, Jeffrey C. Bils,
11 Mohamed Bholat, Emily K. Borman, and Courtney M. Miller of Wilshire Law Firm, PLC, as
12 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request
13 attorneys' fees of up to 35% of the Gross Settlement Amount (currently estimated to be
14 \$236,250.00), and actual costs not to exceed \$26,000.00.

15 12. The Court appoints Apex Class Action LLC as the Settlement Administrator with
16 reasonable administration costs estimated not to exceed \$6,990.00.

17 13. The Court approves, as to form and content the proposed Class Notice, attached
18 to the Settlement Agreement. The Court approves the procedure for Class Members to opt out of
19 and to object to the Settlement as set forth in the Settlement Agreement. The Court directs the mailing
20 of the Class Notice by first-class mail to the Class Members in accordance with the Implementation
21 Schedule set forth in Paragraph 16 below. The Court finds the dates selected for the mailing and
22 distribution of the Class Notice, as set forth in the Implementation Schedule, meet the requirements
23 of due process and provide the best notice practicable under the circumstances and shall constitute
24 due and sufficient notice to all persons entitled thereto.

25 14. Any Class Member who does not timely and validly request exclusion from the
26 Settlement may object to the Settlement Agreement.

27 15. The Parties and the Administrator are ordered to carry out the Settlement
28 according to the terms of the Settlement Agreement.

16. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	10 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit Objections to the Settlement, Requests for Exclusion, and disputes as to Workweeks or PAGA Pay Periods	45 days after the Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Defendant's Notice of Rescission: Last day for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	21 calendar days after the Response Deadline
Settlement Administrator's Declaration: Settlement Administrator to provide signed declaration suitable for filing with Court attesting to compliance with all settlement administration obligations	14 calendar days before Plaintiffs' deadline to file a Motion for Final Approval of Class Action and PAGA Settlement

Event	Timing
Filing Deadline: Last day to file the Motion for Final Approval of Settlement, request for attorneys' fees and costs, and class representative service payments to Plaintiffs	16 court days before the Final Approval Hearing
Final Approval Hearing: Date and time of final approval hearing	September 18, 2026, at 9:00 a.m. in Dept. 8A of the above-referenced Court

17. The Court further orders that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are hereby stayed.

IT IS SO ORDERED.

DATE: _____

THE HONORABLE JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT