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Attorneys for Plaintiffs LISA CHILDRESS and JUSTIN AARON HEARD, on behalf of themselves and all others similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

LISA CHILDRESS and JUSTIN AARON HEARD, on behalf of themselves and all others similarly situated, Plaintiffs, vs. FORD MOTOR COMPANY; and DOES 1 through 100, Inclusive, Defendants.	**CLASS ACTION** Case No. CIVSB2324555 *Assigned for All Purposes to Hon. Thomas S. Garza, Dept. S27* **[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND REQUEST FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT AWARDS** Date: November 18, 2026 Time: 8:30 a.m. Dept.: S27 Complaint filed: October 3, 2023 FAC filed: July 9, 2025 Trial Date: None set.

[PROPOSED] FINAL ORDER GRANTING FINAL APPROVAL

The Parties reached a Settlement subject to Court approval as represented in the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), attached as Exhibit 1 to the Declaration of Neil M. Larsen in Support of Plaintiff's Motion for Preliminary Approval of Class Action and Representative Settlement ("Motion"), filed with this Court on November 18, 2025.

On November 18, 2026, this Court conducted a Final Settlement Fairness Hearing under Rule 3.769 of the California Rules of Court and this Court's April 8, 2026, Order Granting Plaintiffs' Motion for Preliminary Approval of Class and Representative Settlement (the "Preliminary Approval Order").

Due and adequate notice having been given to the Settlement Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise been fully informed in the matter, and good cause appearing therefor, hereby orders:

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

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

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

4. Class Member means all current and former non-exempt, hourly employees of Defendants in California at any time between July 20, 2019, through October 21, 2025 (the "Settlement Period")

1. PAGA Member means all current and former hourly-paid, non-exempt employees

of Defendants who were employed in the State of California at any time during the PAGA Period (i.e., the period from July 21, 2022, through October 21, 2025).

5. As the escalator clause was triggered and Defendant chose to shorten the release period. As a result, the Class Period is now from July 20, 2019, through December 22, 2024.

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

7. There are zero (0) objections and zero (0) requests for exclusion to the class portion of the Settlement.

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

completed; and the experience and views of Class Counsel. Accordingly, the Court hereby approves the settlement as set forth in the Settlement Agreement and expressly finds that said Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire Settlement Class and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement.

9. The Court hereby approves the Gross Settlement Amount of $3,300,000.00.

10. The Court hereby approves the Net Settlement Amount of $1,983,675.43,

11. The Court hereby approves attorneys' fees to Class Counsel in the amount of $1,100,000.00 as compensation for all attorney time spent on this matter from inception through and including the final Settlement Fairness Hearing.

12. The Court hereby approves reimbursement of litigation costs of $24,324.57 to Class Counsel.

13. The Court hereby approves the payment of costs to the Administrator, Simpluris, in the amount of $7,000.00.

14. The Court hereby approves Class Representative Enhancement Awards in the amount of $10,000.00 to each Plaintiff (total $20,000) in consideration and exchange for their contribution to the Settlement Class. The Court finds these amount requests are fair and reasonable.

15. The Court hereby approves the allocation of $165,000.00 to the settlement of the PAGA claims, of which $123,750.00 shall be payable to the Labor Workforce Development Agency ("LWDA") and $41,250.00 shall be payable to the PAGA Member.

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

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

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

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

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

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

b. All PAGA Members, including Non-Participating Class Members who are PAGA 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 civil penalties, attorneys' fees, and costs under PAGA that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the PAGA Notice ("Released PAGA Claims"). The Released PAGA Claims apply to claims arising during the PAGA Period.

21. The Court further confirms and finds that nothing contained in the Settlement Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any other Order entered in this action shall in any way or manner constitute an admission that any of the allegations against Defendants and all of Defendants' past, present and/or future, direct and/or indirect, stockholders, shareholders, members, directors, managers, officers, employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, lenders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, and related companies to any of the claims and causes of action

asserted by the Class Members or Aggrieved Employees, or any member or employee thereof, and shall not be offered in evidence in any action or proceeding against Defendants, or any other Released Parties in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions of the Settlement Agreement or this Order. This paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties of Defendants under the Settlement Agreement and this Final Order and Judgment.

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

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

24. The date for the Compliance Hearing is_____, at _____a.m./p.m. The deadline for the filing of the Administrator declaration regarding settlement distribution _____.

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JUDGMENT

In accordance with, and for the reasons stated in the Final Approval Order, judgment shall be entered whereby Plaintiffs Lisa Childress and Justin Aaron Heard, and all Participating Class Members shall take nothing from Defendant, except as expressly set forth in the Settlement Agreement.

Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs Lisa Childress and Justin Aaron Heard, Class Members, and Defendants, for the purposes of:

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

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

IT IS SO ORDERED.

Dated: _____

_____
Honorable Thomas S. Garza
Judge of the Superior Court