

1. A judgment, decree, or order was entered in this action on *(date)*: May 1, 2026
2. A copy of the judgment, decree, or order is attached to this notice.

(SIGNATURE)

PLAINTIFF/PETITIONER: Shane Underwood
 DEFENDANT/RESPONDENT: Volvo Group North America, Inc., et al.

CASE NUMBER:
 CVRI2401288 (Lead) / Dept. 1
 Consolidated w/ Case No. CVRI2401287 (PAGA)

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE.

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date: May 5, 2026

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
Daniel Bass (SBN 287466)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

SHANE UNDERWOOD, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

VOLVO GROUP NORTH AMERICA,
INC., a Delaware corporation; SABA
HOLDING COMPANY, LLC DBA
VOLVO CONSTRUCTION &
EQUIPMENT SERVICES, a Delaware
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. CVRI2401288
Consolidated Case No. CVRI2401287

Honorable Harold Hopp
Department 1

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation ID: 819721526933
Date: April 16, 2026
Time: 8:30 a.m.
Department: 1

Complaint Filed: March 8, 2024
Jury Trial Date: None Set

1 This matter has come before the Honorable Harold W. Hopp in Department 1 of the Superior
2 Court of the State of California, for the County of Riverside, on April 16, 2026 at 8:30 a.m. for
3 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers *for*
4 Justice, PC appears as counsel for Plaintiff Shane Underwood ("Plaintiff"), individually, and on
5 behalf of other members of the general public similarly situated, and Snell & Wilmer L.L.P. appears
6 as counsel for Defendant SABA Holding Company, LLC dba Volvo Construction Equipment &
7 Services ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 "**EXHIBIT 3**" to the Declaration of Daniel Bass in Support of Plaintiff's Motion for Preliminary
15 Approval of Class Action and PAGA Settlement. This is based on the Court's determination that
16 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
19 the Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
23 each other's respective positions. It further appears to the Court that the Settlement, at this time,
24 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
25 be presented by the further prosecution of the case. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, General Release Fee, PAGA Amount, Settlement Administration Costs,
3 and payments to the Settlement Class Members and PAGA Employees provided thereby, appear to
4 be within the range of reasonableness of a settlement that could ultimately be given final approval
5 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part
6 of the Settlement and preliminarily finds that the monetary settlement awards made available to the
7 Settlement Class Members and PAGA Employees are fair, adequate, and reasonable when balanced
8 against the probable outcome of further litigation relating to certification, liability, and damages
9 issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel are qualified to act as counsel for Plaintiff individually and as the Class Representative.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former non-exempt, hourly-paid employees who were employed by
22 Defendant in California during the time period from March 8, 2020 through July 13,
2025 ("Class Period").

23 7. The Court provisionally appoints Edwin Aiwasian, Arby Aiwasian, Joanna Ghosh,
24 Vartan Madoyan and Daniel Bass of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiff Shane Underwood as the Class
26 Representative.

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1 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of
2 the Settlement (“Settlement Administrator”) to carry out the duties in conformity with the
3 Settlement Agreement.

4 10. Within 21 calendar days of Preliminary Approval, Defendant shall provide the
5 Settlement Administrator with the Class List in conformity with the Settlement Agreement.

6 11. The Court approves, both as to form and content, the Notice of Proposed Class
7 Action Settlement (“Class Notice”), Exclusion Form, and Objection Form, attached as “**EXHIBIT**
8 **A,**” “**EXHIBIT B,**” “**EXHIBIT C,**” respectively. The Class Notice, Exclusion Form, and
9 Objection Form shall be provided to Class Members in the manner set forth in the Settlement. The
10 Court finds that the Class Notice appears to fully and accurately inform the Class Members of all
11 material elements of the Settlement, of Class Members’ right to be excluded from the Class
12 Settlement by submitting an Opt-Out Request, of Class Members’ right to dispute the Workweek(s)
13 credited to each of them by submitting a Workweeks Dispute, and of each Settlement Class
14 Member’s right and opportunity to object to the Class Settlement. The Court further finds that
15 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
16 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
17 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
18 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
19 Notice to all Class Members within 14 calendar days after receiving the Class List from Defendant,
20 pursuant to the terms set forth in the Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
24 for Exclusion no later than 45 calendar days from the initial mailing of the Class Notice (“Response
25 Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended by
26 15 calendar days from the initial Response Deadline. Any Class Member who submits Request for
27 Exclusion from the Class Settlement is prohibited from making any objections to the Class
28 Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be

1 bound by the Class Settlement and will not be issued an Individual Settlement Payment. Class
2 Members who do not submit a timely and valid Request for Exclusion by the Response Deadline
3 shall be bound by the terms of the Agreement, any Court order approving the terms of the
4 Settlement, and the Final Approval Order and Judgment entered thereon. PAGA Employees shall
5 be bound to the PAGA Settlement irrespective of whether they exercise their option to request
6 exclusion from the Class Settlement.

7 13. A Final Approval Hearing shall be held before this Court on September 11, 2026 at
8 8:30 a.m. in Department 1 of the Superior Court of California for the County of Riverside, located
9 at 4050 Main Street, Riverside, CA 92501, to determine all necessary matters concerning the
10 Settlement, including: whether the proposed settlement of the action on the terms and conditions
11 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
12 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
13 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
14 reasonable to the Class Members and PAGA Employees; and determine whether to finally approve
15 the requests for the Attorneys' Fees and Costs, General Release Fee, PAGA Amount, and
16 Settlement Administration Costs.

17 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
18 Attorneys' Fees and Costs, General Release Fee, PAGA Penalty Amount, and Settlement
19 Administration Costs, along with the appropriate declarations and supporting evidence, including
20 the Administrator's declaration, no later than 16 court days prior to the Final Approval Hearing.

21 15. Only Class Members who do not request exclusion from the Class Settlement may
22 object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to
23 the Response Deadline or by presenting their objection orally at the Final Approval Hearing,
24 regardless of whether they submitted a written objection. The Objection (if submitted in writing)
25 must be signed by the Settlement Class Member and contain all information required by this
26 Settlement Agreement. The Settlement Administrator will certify jointly to Class Counsel and
27 Defendant's Counsel the Objections and Requests for Exclusion that were timely submitted, and
28 also attach them as exhibits to a declaration that is to be filed with the Court in advance of the Final

1 Approval Hearing. The Settlement Administrator will redact any social security number or any
2 portion of a social security number from any forms filed with the Court. A Settlement Class
3 Member who does not object prior to or at the Final Approval Hearing will be deemed to have
4 waived any objections and will be foreclosed from making any objections (whether at the Final
5 Approval Hearing, by appeal or otherwise) to the Settlement.

6 16. The Parties have agreed that in entering into the Settlement Agreement, Defendant
7 does not admit, and specifically denies, that it has violated any state, federal, or local law, violated
8 any regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
9 regulations, or legal requirements, breached any contract, violated or breached any duty, engaged
10 in any misrepresentation or deception, or engaged in any other unlawful conduct with respect to its
11 employees. Neither this Order, nor the Settlement Agreement, nor any of its terms or provisions,
12 nor any of the negotiations connected with it, shall be construed as an admission or concession by
13 Defendant of any such violations or failures to comply with any applicable law. Except as necessary
14 in a proceeding to enforce the terms of the Settlement Agreement, the Settlement Agreement and
15 its terms and provisions shall not be offered as evidence in any action or proceeding to establish
16 any liability or admission on the part of Defendant or to establish the existence of any condition
17 constituting a violation of, or a non-compliance with state, federal, local, or other applicable law.

18 17. In the event the Settlement does not become effective in accordance with the terms
19 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
20 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
21 vacated, and the Parties shall revert back to their respective positions as of before entering into the
22 Settlement Agreement.

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1 18. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
3 Members and retains jurisdiction to consider all further applications arising out of or connected
4 with the Settlement. However, the Settlement Administrator shall give notice to any objecting party
5 of any continuance of the Final Approval Hearing.

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7 **IT IS SO ORDERED.**

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9 Dated: April 28, 2026

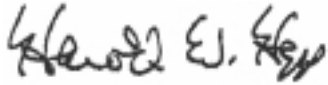
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By: _____
The Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Shane Underwood vs. Volvo Group North America, Inc., et al.
Superior Court of California for the County of Riverside, Case No. CVRI2401288

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Shane Underwood ("Plaintiff") and Defendant SABA Holding Company, LLC dba Volvo Construction Equipment & Services ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties"), in the case entitled *Shane Underwood v. Volvo Group North America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2401288 (the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on September 11, 2026 at 8:30 a.m. (the "Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who were employed by Defendant within the State of California at any time during the period Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from March 8, 2020 through July 13, 2025, whichever is sooner.

"Class Settlement" means the settlement and resolution of all Released Class Claims (described in Section III.D below).

"PAGA Employees" means all current and former hourly-paid or non-exempt employees who were employed by Defendant within the State of California at any time during the PAGA Period.

"PAGA Period" means the time period from December 22, 2022 through July 13, 2025.

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE LAWSUIT

On March 8, 2024, Plaintiff commenced a class action lawsuit by filing the Class Action Complaint for Damages in the Action. On December 22, 2023 and February 13, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Notice") in connection with the Private Attorneys General Act ("PAGA"), Labor Code Section 2698-2699.8. PAGA authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for California Labor Code violations. Thereafter, on March 8, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq. in the County of Riverside, Case No. CVRI2401287, which has been consolidated with the Action.

Defendant denies all of the allegations in the Action and denies that they violated any relevant law with respect to the Class Members and PAGA Employees.

The Parties participated in mediation with a respected mediator, and as a result, the Parties reached a settlement. The Parties

have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement,” “Settlement,” and/or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [insert settlement administrators] as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Shane Underwood as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwarzian
Joanna Ghosh
Vartan S. Madoyan
Daniel Bass
Lawyers for Justice, PC
450 N Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes may be appropriate under California law. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Total Settlement Amount is One Million Four Hundred Thousand and Fifteen Dollars (\$1,415,000) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Total Settlement Amount (i.e., \$495,250) and reimbursement of litigation costs not to exceed Twenty-Five Thousand Dollars (\$25,000) (collectively, “Attorneys’ Fees and Costs”) to Class Counsel; (2) General Release Fee in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff for his services in the Action; (3) the amount of Fifty Five Thousand Dollars (\$55,000) allocated toward civil penalties under PAGA (“PAGA Amount”); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Seven Hundred and Fifty Dollars (\$7,750) to the Settlement Administrator. By law, the PAGA Amount will be distributed 75% to the LWDA (i.e., \$41,250) (“LWDA Payment”) and the remaining 25% (i.e., \$13,750) will be distributed to PAGA Employees (“PAGA Employee Amount”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to calculate the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to calculate his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below).

Class Members are eligible to receive payment under the Class Settlement of their proportional share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”), divided by

the total number of weeks that all Class Members collectively worked and were employed during the Class Period.

The estimated average Individual Settlement Share is approximately: \$[estimated average Individual Settlement Share]

The estimated highest Individual Settlement Share is approximately: \$[estimated average Individual Settlement Share]

The estimated lowest Individual Settlement Share is approximately: \$[estimated average Individual Settlement Share]

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest, penalties, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as "Individual Settlement Payment"). Conversely, the employer's share of taxes and contributions in connection with the wages portion of the Individual Settlement Shares ("Employer Taxes") shall be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their proportional share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of weeks each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the **PAGA Period, ("PAGA Workweeks")**, divided by the total number of weeks that all PAGA Employees collectively worked during the PAGA Period.

The Settlement Administrator has divided the **PAGA Employee Amount, i.e., 25% of the PAGA Amount**, by the total number of Workweeks of all PAGA Employees during the PAGA Period to calculate the "PAGA Workweek Value," and multiplied each PAGA Employee's **individual Workweeks during the PAGA Period by the PAGA Workweek Value to calculate his or her Individual PAGA Payment** (which is listed in Section III.C below).

The estimated average Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

The estimated highest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

The estimated lowest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records,

- **During the Class Period, you are credited as having [] Workweeks.**
- **During the PAGA Period, you are credited as having [] Workweeks.**

If you wish to dispute the above Workweeks credited to you, you must submit a written letter ("Workweeks Dispute"), which must: (a) contain the case name and number of the Action (*Shane Underwood v. Volvo Group North America, Inc., et al.*, Case No. CVRI2401288); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number which should be credited to you; (d) attach any documentation that you may have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in **Section IV.B** below, postmarked on or before **[Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Workweeks credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED].
The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.**

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims whether known or unknown.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims during the PAGA Period whether known or unknown. Plaintiff does not release any **PAGA Employee's** claim for wages or damages. However, PAGA Employees who are also Settlement Class Members will also be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims whether known or unknown.

“Released Class Claims” means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorneys’ fees, cost, and any other form of relief or remedy in law, equity, or whatever kind of nature, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Actions including: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California’s unfair competition law under Business and Professions Code Sec. 17200.

“Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698-2699. that were alleged in the PAGA Notice and/or Additional PAGA Notice or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and/or Additional PAGA Notice, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and IWC Wage Orders including, Wage Orders 1-2001, 4-2001, and 9-2001, and including claims for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay all minimum wages due; failure to pay reporting time pay; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to provide written notice of wages at time of hire; failure to maintain requisite payroll records; and failure to reimburse business expenses.

“Released Parties” means Defendant and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Settlement Class Members or PAGA Members as well as each of their officers, directors, members, managers, owners, executives, partners, non-settlement class member

employees, shareholders, agents, joint venturers, insurers, attorneys, and any of their predecessors, successors, assigns or legal representatives.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Total Settlement Amount (i.e., \$495,250) and up to Twenty Five Thousand Dollars (\$25,000) in reimbursement of litigation costs and expenses (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (i.e., without being paid any money to date) and has been paying all litigation costs and expenses to date.

F. General Release Fee to Plaintiff

Plaintiff will seek the amount of up to Ten Thousand Dollars (\$10,000) ("General Release Fee"), in recognition of his services in connection with the Action. The General Release Fee will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Seven Hundred and Fifty Dollars (\$7,750) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement. The Settlement Administration Costs shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based on the Class Settlement, and you will release the Released Class Claims described in Section III.D above.

PAGA Employees may not request exclusion from the PAGA Settlement. If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based on the PAGA Settlement, and you will release the Released PAGA Claims described in Section III.D above, regardless of whether you are a Class Member that requests exclusion from the Class Settlement.

Class Members and PAGA Employees will not be separately responsible for payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel in which event they are responsible for their own fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a written letter indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the enclosed Exclusion Form (both of which are referred to as a "Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Shane Underwood v. Volvo Group North America, Inc.*, Case No. CVRI2401288); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a clear written statement indicating that you seek exclusion from

the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address below, postmarked on or before [Response Deadline].

[Settlement Administrator]
[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement or the release of Released Class Claims described in Section III.D above, and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court. PAGA Employees will be bound to the PAGA Settlement and the release of Released PAGA Claims described in Section III.D above, and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. PAGA Employees may not submit a Request for Exclusion as to the PAGA Settlement.

C. Object to the Class Settlement

Class Members may object to the Class Settlement as long as they have not submitted a Request for Exclusion (i.e., as long as they are Settlement Class Members), by submitting a written objection to the Settlement Administrator, as described below, or by completing and submitting the enclosed Objection Form (both of which are referred to as an “Objection”) to the Settlement Administrator, or by presenting their objection orally at the Final Approval Hearing.

An Objection must: (a) contain the case name and number of the Action (*Shane Underwood v. Volvo Group North America, Inc.*, Case No. CVRI2401288); (b) contain the your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents, if any, upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in section IV.B. above, postmarked on or before [Response Deadline].

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve the Attorneys’ Fees and Costs to Class Counsel, General Release Fee to Plaintiff, and Settlement Administration Costs.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Personal appearances and telephonic appearances are an option.

Please visit the Court’s website for the most up-to-date information on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.riverside.courts.ca.gov/general-information>

On the Court’s website, you can find information regarding appearing remotely via Zoom online (for the Final Approval Hearing that is scheduled to be held in Department 1 of the Historic Courthouse of the Riverside County Superior Court): <https://www.riverside.courts.ca.gov/remoteppearances>

VI. ADDITIONAL INFORMATION

The above summarizes the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed Joint Stipulation of Class Action and PAGA Settlement and Release, which is attached as Exhibit 3 to the Declaration of Daniel Bass in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed on January 16, 2026 and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501. Some documents and information regarding the Action can also be accessed online for a fee or at a minimal charge at the Riverside County Superior Court’s website (<https://epublic-access.riverside.courts.ca.gov/public-portal/>). To look up and access documents

and information on the Court's systems, you will need to use the case number for the Action (Case No. CVRI2401288).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B

Shane Underwood v. Volvo Group North America, Inc. and SABA Holding Company, LLC
Superior Court of California, County of Riverside, Case No. CVRI2401288

EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

[Ilym Group, Inc.]
[INSERT MAILING ADDRESS]

I request to be excluded from the class action settlement in the matter of *Shane Underwood v. Volvo Group North America, Inc. and SABA Holding Company, LLC*. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and that I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am a PAGA Employee, I will still be bound by the settlement and release of Released PAGA Claims and will be issued an Individual PAGA Payment.

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____) ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive a payment from the Class Settlement), you should not return this form – you do not need to take any action.

EXHIBIT C

Shane Underwood v. Volvo Group North America, Inc. and SABA Holding Company, LLC
Superior Court of California, County of Riverside, Case No. CVRI2401288

OBJECTION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement, you must state all grounds for your objection accompanied by any legal support (space is provided below for doing so), attach any papers, briefs, or other documents you are relying on for your objection, sign on the following page, and return this form by mail to the Settlement Administrator, at the following mailing address, postmarked on or before **[RESPONSE DEADLINE]**.

[Ilym Group, Inc.]

[INSERT MAILING ADDRESS]

I wish to object to the Class Settlement on the following grounds:

[illegible]

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action. If the proposed settlement receives final approval from the Court, the Settlement Administrator will send you a check by U.S. Mail, at the last address the Settlement Administrator has on file for you.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd, Suite 900, Glendale, California 91203.

On May 5, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Tiffany Brosnan (tbrosnan@swlaw.com)
Anne Dwyer (adwyer@swlaw.com)
SNELL & WILMER
600 Anton Blvd Ste 1400,
Costa Mesa, CA 92626-7689

Additional Service E-mail: Shaun Rippe (srippe@swlaw.com)

Attorneys for Defendants

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on May 5, 2026, at Glendale, California.


Isabel Yang