ATTORNEY OR PARTY WITHOUT ATTORNEY
STATE BAR NUMBER:
NAME: Daniel Bass (SBN 287466)
FIRM NAME: LAWYERS for JUSTICE, PC
STREET ADDRESS: 450 North Brand Blvd., Suite 900
CITY: Glendale
STATE: CA
ZIP CODE: 91203
TELEPHONE NO.: 818.265.1020
FAX NO.: 818.265.1021
EMAIL ADDRESS: d.bass@calljustice.com
ATTORNEY FOR *(name)*: Plaintiff Shane Underwood

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 4050 Main Street
MAILING ADDRESS:
CITY AND ZIP CODE: Riverside, 92501
BRANCH NAME: Riverside Historic Courthouse

FOR COURT USE ONLY

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

NOTICE OF ENTRY OF JUDGMENT OR ORDER

(Check one): [✖] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

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

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: September 29, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

   Exhibit A - Final Approval Order and Judgment
   Exhibit B - September 11, 2026 Minute Order

Date: October 2, 2026

Daniel Bass
(TYPE OR PRINT NAME OF [✖] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

PLAINTIFF/PETITIONER: Shane Underwood DEFENDANT/RESPONDENT: Volvo Group North America, Inc., et al.	CASE NUMBER: CVRI2401288 / 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: October 2, 2026

Isabel Yang
(TYPE OR PRINT NAME OF DECLARANT)

▶ Isabel Yang
(SIGNATURE OF DECLARANT)

EXHIBIT A

Electronically FILED by Superior Court of California, County of Riverside on 09/29/2026 09:21 AM
Case Number CVRI2401288 J0000099576465 - Jason B. Galkin, Executive Officer/Clerk of the Court By L. Melendrez, Clerk

Electronically RECEIVED by Superior Court of California, County of Riverside on 09/22/2026 03:18 PM - Jason B. Galkin, Executive Officer/Clerk of the Court By Joanne Bishop, Clerk

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Daniel Bass (SBN 287466)
Brian J. St. John (SBN 304112)
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 (Lead Case)
Consolidated Case No(s).: CVRI2401287

Honorable Harold W. Hopp
Department 1

CLASS ACTION

~~[REVISED PROPOSED]~~ FINAL APPROVAL ORDER AND JUDGMENT

Date:	September 11, 2026
Time:	8:30 a.m.
Department:	1
Complaint Filed:	March 8, 2024
Trial Date:	None Set

This matter has come before the Honorable Harold W. Hopp, in Department 1 of the above-entitled Court, located at 4050 Main Street, Riverside, CA 92501, on September 11, 2026 at 8:30 a.m., on Plaintiff Shane Underwood's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, and General Release Fee ("Motion for Final Approval"). Lawyers *for* Justice, PC, appeared on behalf of Plaintiff and the Class, and Landegger Verano & Davis, ALC appeared on behalf of Defendant SABA Holding Company, LLC dba Volvo Construction Equipment & Services ("Defendant").

On April 28, 2026, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-entitled actions in accordance with the Joint Stipulation of Class Action Settlement and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the exhibits annexed thereto set forth the terms and conditions for settlement of the Actions.

Having reviewed the Settlement Agreement and duly considered the parties' papers and oral argument, and good cause appearing,

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Motion for Final Approval is granted in its entirety.

2. This Final Approval Order and Judgment incorporates by reference the definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized terms used, but not defined, herein shall have the same meanings as in the Settlement Agreement and Preliminary Approval Order.

3. Unless otherwise specified, all citations and references to the PAGA statute that are contained within this motion and supporting papers are to the former version of the PAGA statute prior to the recent amendment effective July 1, 2024; the amended PAGA statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code § 2699, subd. (v), as amended, because the above-captioned action was filed prior to June 19, 2024.

///

4. This Court has jurisdiction over the Class Members as it pertains to the Actions and the claims asserted in the Actions, the Court also has jurisdiction over all parties to the Actions as it pertains to the Actions and the claims asserted in the Actions.

5. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq*. have been satisfied, with respect to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include: all current and former non-exempt, hourly-paid employees who were employed by Defendant in California at any time during the Class Period (i.e., the time period of March 8, 2020 through July 13, 2025) ("Class" or "Class Members").

6. The "PAGA Employees" are hereby defined to consist of the following individuals: all current and former non-exempt, hourly-paid employees who were employed by Defendant in California at any time during the PAGA Period (i.e., the time period of December 22, 2022 through July 13, 2025).

7. The Court finds that the Court-approved Notice of Proposed Class Action Settlement ("Class Notice") that was provided to the Class Members, fully and accurately informed the Class Members of all material elements of the Settlement, of their opportunity to participate in the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the Class Settlement; the Class Notice 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 the Class Members with adequate instructions and a variety of means to obtain additional information.

8. Pursuant to California law, the Court hereby grants final approval to the Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful informal discovery and investigation conducted by Lawyers *for* Justice, PC ("Class

Counsel"), and that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of pursuing the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court finds that the Settlement, including the monetary allocations and payments, appear within the range of reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. The Court has further considered the absence of any objections to the Class and PAGA Action Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

9. 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. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who did not submit a timely and valid Request for Exclusion will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Actions 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, et seq., (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. §174(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 Class Claims").

10. The Court finds that Plaintiff Shane Underwood has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of $55,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 ("PAGA Amount"), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Amount as follows: the amount of $41,250.00 to the LWDA ("LWDA Payment"), and the amount of $13,750.00 to the PAGA Employees, in accordance with the terms and methodology set forth in the Agreement.

11. The Court determines that, Plaintiff Shane Underwood, the State of California (with respect to PAGA Employees), and all PAGA Employees, individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date and the full funding of the settlement, shall fully and finally release and discharge the Released Parties, and each of them, from all claims

for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. 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 *inter alia* 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 inter alia, Wage Orders 1-2001, 4-2001, and 9- 2001, and including claims for failure to pay all 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 PAGA Claims").

12. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

13. The Court finds that payment of Settlement Administration Costs in the amount of $7,750.00 to ILYM Group, Inc. ("ILYM Group, Inc." or "Settlement Administrator"), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and is hereby approved. It is hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of $7,750.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court finds that the General Release Fee in the amount of $10,000.00 to Plaintiff Shane Underwood is fair and reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of $10,000.00 to Plaintiff Shane Underwood for his General Release Fee, according to the terms set forth in the Settlement Agreement.

15. The Court finds that attorneys' fees in the amount of $495,250.00 to Class Counsel falls within the range of reasonableness and that the results achieved justify the award sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of $495,250.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

16. The Court finds that reimbursement of litigation costs and expenses in the amount of $13,439.75 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of $13,439.75 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

17. It is hereby ordered that within thirty (30) calendar days after the Effective Date, Defendant shall deposit the Total Settlement Amount of $1,415,000.00 and the employer's share of payroll taxes and contributions with respect to the wage portion of Individual Settlement Payments into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

18. It is hereby ordered that within seven (7) calendar days following the funding of the Total Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court as follows: (a) Individual Settlement Shares to Settlement Class Members, (b) Individual PAGA Payment to PAGA Employees, (c) LWDA Payment to the LWDA, (d) General Release Fee to Plaintiff, (e) Attorneys' Fees and Costs to Class Counsel, and (f) Settlement Administration Costs to the Settlement Administrator, in accordance with terms and methodology set forth in the Settlement Agreement.

19. Each check issued to a Settlement Class Member and/or PAGA Employee for his or her Individual Settlement Share and/or Individual PAGA Payment shall be transmitted in an envelope stating "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED," shall be valid for a period of one hundred eighty (180) calendar days from the date of issuance of the check, and after this time period, the check(s) shall be cancelled. The funds associated with checks issued to Settlement Class Members and PAGA Employees that have not been cashed or

deposited within the 180-day period shall be transmitted to Riverside Legal Aid as a *cy pres* recipient pursuant to California Code of Civil Procedure 384. All Settlement Class Members shall be bound by the terms and conditions of the Class Settlement regardless of whether or not they cash or otherwise negotiate their Individual Settlement Share checks.

20. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

21. Individualized notice of this Final Approval Order and Judgment is not required. The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

22. A Final Compliance Hearing is set for September 30, 2027 at 8:30 a.m. in Department 1. Class Counsel shall submit the Settlement Administrator's accounting report regarding the status of the funding and disbursement of the Settlement at least five (5) court days prior to the Final Compliance Hearing.

Settlement Administrator shall send a reminder postcard to any recipient who did not cash their check within 60 days of mailing.

IT IS SO ORDERED.

DATE: September 24, 2026

The Honorable Harold W. Hopp
Judge of the Riverside County Superior Court of California

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House
Hearing re: Final Approval

09/11/2026
8:30 AM
Department 1

CVRI2401288
UNDERWOOD vs VOLVO GROUP NORTH AMERICA, INC.

Honorable Harold W. Hopp, Judge
D. Board Jr, Courtroom Assistant
Court Reporter: None

APPEARANCES:

UNDERWOOD, SHANE [PLA] Represented by Daniel Bass appearing remotely in Court.
SABA HOLDING COMPANY, LLC [DEF] Represented by Anne Awyer appearing remotely in Court.

At 09:08 AM, the following proceedings were held:
Motion by Plaintiff Shane Underwood regarding Final Approval is called for hearing.
In accordance with California Rule of Court 3.1308 and Local Rule 3316, a tentative ruling was issued and oral argument was requested.
Tentative Ruling: Grant, but:
1. Revise proposed order/judgment to require administrator to put on the envelope transmitting the settlement payments: YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED".
2. How much will plaintiff Underwood receive from the class settlement?
3. Definitions of released parties and claims, per the discussion at the 4/16 hearing.
Counsel presents argument.
Court makes the following order(s):
Motion for Final Approval is granted.
Hearing re: Final Report (Nonappearance) set 07/30/2027 at 08:30 AM in Department 1
Parties to submit revised proposed order.
Hearing on Order to Show Cause re: Dismissal After Conditional Settlement Pursuant to CRC 3.1385(c) () on 09/11/2026 at 08:30 AM vacated.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

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 October 2, 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:

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

Additional email: 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 October 2, 2026, at Glendale, California.

Isabel Yang