FILED
San Diego Superior Court
OCT 09 2026 (KM)
Clerk of the Superior Court
By: K. Mulligan, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

KYLE COLUMBUS, an individual on behalf of himself, all others similarly situated, and all other aggrieved employees,

Plaintiff.

v.

TUSIMPLE, INC., a California Corporation, TUSIMPLE HOLDINGS, INC., a Delaware Corporation, CHENG LU, an individual, CREATEAI HOLDINGS, INC., a Delaware Corporation, CREATEAI, INC., a California Corporation, and DOES 2-20, inclusive,

Defendants.

CASE NO.: 37-2024-00005314-CU-OE-CTL

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

Dep't: C-74
Judge: Hon. Blaine K. Bowman

Date: October 9, 2026
Time: 8:30 AM

Complaint Filed: February 5, 2024

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

On October 9, 2026, at 8:30 a.m., Plaintiff Kyle Columbus's Motion for Final Approval of Class Action and PAGA Settlement and for Award of Attorneys' Fees, Litigation Expenses, Class Representative Service Payment, and Administration Costs (the "Motion") came on for hearing before the Honorable Blaine K. Bowman of the above-entitled Court. Having considered the Motion, the Memorandum of Points and Authorities, the Declarations of Stacey Mouton and Ann Linton of Atticus Administration, LLC filed in support thereof, the Declaration of Kyle Columbus filed May 13, 2026, the Class Action and PAGA Settlement Agreement (the "Settlement Agreement"), the Class Notice, the Court's June 5, 2026 Order Granting Plaintiff's Motion for Preliminary Approval (the "Preliminary Approval Order"), all other papers and pleadings on file in this Action, and the argument of counsel; and good cause appearing therefor, the Court FINDS and ORDERS as follows:

FINDINGS

1. The terms defined in the Settlement Agreement are incorporated by reference and have the same meaning in this Final Approval Order and Judgment.

2. The Court has jurisdiction over the subject matter of this Action and personal jurisdiction over Plaintiff, Defendants, and all members of the Settlement Class.

3. On June 5, 2026, the Court granted preliminary approval of the Settlement; conditionally certified the Settlement Class for settlement purposes only under Code of Civil Procedure section 382; appointed Plaintiff Kyle Columbus as Class Representative, Stacey Y. Mouton of Mouton Law as Class Counsel, and Atticus Administration ("Atticus") as Settlement Administrator; and approved the form, content, and manner of distribution of the Class Notice.

4. In compliance with the Preliminary Approval Order, Defendants delivered the Class Data—identifying 86 Class Members—to Atticus on June 29, 2026. After processing the Class Data through the National Change of Address database, Atticus mailed the Court-approved Class Notice to all 86 Class Members by First-Class U.S. Mail on July 6, 2026. Four Class Notices were returned as undeliverable; Atticus located updated addresses for three of those Class Members through skip-tracing and re-mailed the Class Notice to each, and none of the re-mailed

Class Notices was returned. In total, 85 of the 86 Class Notices—98.84%—were successfully delivered. Atticus also maintained a settlement website, a toll-free information line, and a dedicated email address for Class Member inquiries throughout the notice period. The Class Notice fully and accurately informed the members of the Settlement Class of the material terms of the Settlement, the amounts Class Counsel and Plaintiff would request, the method of calculating each Class Member's payment, and each Class Member's rights to object, to request exclusion, and to challenge the figures stated in the Class Notice. The notice given was the best notice practicable under the circumstances; was reasonably calculated to apprise the members of the Settlement Class of the pendency of the Action and the terms of the Settlement; and satisfied California Rules of Court, rule 3.769(f), and the requirements of due process.

5. The Response Deadline for Requests for Exclusion, objections, and challenges was August 20, 2026, extended by fourteen (14) days for any Class Member whose Class Notice was re-mailed. That interval afforded the members of the Settlement Class a full and fair opportunity to decide how to respond and to act on that decision. No member of the Settlement Class submitted a Request for Exclusion, an objection, or a challenge to the figures stated in his or her Class Notice, and no member of the Settlement Class appeared at the Final Approval Hearing to object. All 86 members of the Settlement Class are therefore Participating Class Members and are bound by the Settlement Agreement and this Final Approval Order and Judgment.

6. The Settlement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996). The Settlement was reached through arm's-length, adversarial, and non-collusive bargaining, including a full-day mediation before Jonathan A. Andrews of Signature Resolution and the Parties' acceptance of his subsequent mediator's proposal. Class Counsel conducted investigation and discovery sufficient to allow counsel and the Court to act intelligently, including review of more than 7,000 pages of documents produced by Defendants and calculation of the unpaid bonus owed to each Class Member and the maximum exposure on each claim. Class Counsel is experienced in wage-and-hour litigation. No member of the Settlement Class objected or requested exclusion.

7. Having considered the strength of Plaintiff's claims; the risk, expense, complexity, and likely duration of further litigation—including the threshold defense presented by the separation-agreement releases executed by all but two Bonus Retention Program participants and the enforcement risk presented by Defendants' transition to a different line of business; the risk of maintaining class action status through trial; the amount offered in settlement, including a non-reversionary Gross Settlement Amount of $600,000 measured against Class Counsel's calculation of maximum theoretical exposure; the extent of discovery completed and the stage of the proceedings; the experience and views of Class Counsel; the notice provided to the Labor and Workforce Development Agency ("LWDA"); and the absence of objections and Requests for Exclusion in response to the Class Notice, the Court finds that the Settlement is fair, adequate, and reasonable and in the best interests of the Settlement Class.

8. For settlement purposes only, the Court confirms certification of the Settlement Class under Code of Civil Procedure section 382, finding that: (a) the Settlement Class is ascertainable and so numerous that joinder of all members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest among the members of the Settlement Class with respect to the subject matter of this Action; (c) Plaintiff's claims are typical of the claims of the members of the Settlement Class; (d) Plaintiff has fairly and adequately protected the interests of the Settlement Class; (e) Class Counsel is qualified to serve as Class Counsel; and (f) a class action is the superior method to resolve the dispute. The Settlement Class is defined as: "All persons who (a) were employed by Defendants in California at any point between January 1, 2023, and June 5, 2026; (b) were eligible to participate in the bonus retention plan described in the 2023 Total Rewards letters issued to the Class; and (c) did not receive their full cash bonus for 2023." The Court confirms the appointment of Plaintiff Kyle Columbus as Class Representative and of Stacey Y. Mouton of Mouton Law as Class Counsel.

9. A Class Counsel Fees Payment of $200,000, representing one-third of the Gross Settlement Amount, is fair and reasonable in light of the contingent nature of Class Counsel's fee, the work performed by Class Counsel, the results achieved for the Settlement Class, and the lodestar cross-check submitted in accordance with paragraph 9 of the Preliminary Approval Order.

A Class Counsel Litigation Expenses Payment of $4,393.81, representing expenses actually and reasonably incurred in the prosecution of this Action, is fair and reasonable. The requested fee and expenses are within the amounts disclosed in the Class Notice, and no member of the Settlement Class objected.

10. A Class Representative Service Payment of $15,000 to Plaintiff Kyle Columbus is fair and reasonable in light of the time and effort Plaintiff devoted to this Action, the risks and burdens he undertook on behalf of the Settlement Class, and his decision to forgo an individual resolution in favor of a class-wide settlement. The individual Severance Payment of $16,123.84 to Plaintiff provided in section 3.2.1 of the Settlement Agreement is fair and reasonable; it places Plaintiff on equivalent footing with the members of the Settlement Class who received severance in exchange for executing separation agreements that Plaintiff declined to execute in order to preserve the claims asserted in this Action, and does not constitute preferential treatment. Both amounts were disclosed in the Class Notice, and no member of the Settlement Class objected.

11. An Administration Expenses Payment of $9,277 to Atticus, which is less than the $9,500 cap preliminarily approved by the Court, is fair and reasonable in light of the work performed and to be performed by Atticus.

12. The Settlement Agreement provides for PAGA Penalties of $5,000, of which 75% ($3,750) shall be paid to the LWDA as its share of civil penalties under Labor Code section 2699 and 25% ($1,250) shall be distributed to the Aggrieved Employees as Individual PAGA Payments, pro rata according to each Aggrieved Employee's Pro-Rata Multiplier. The Aggrieved Employees are the 86 members of the Settlement Class employed by Defendants in California during the PAGA Period (March 21, 2024, through June 5, 2026). The LWDA was provided notice of the Settlement Agreement and of the Motion for Preliminary Approval and the Motion and has not objected. The Court finds the PAGA Penalties and their allocation to be fair, reasonable, and adequate in light of the risks of litigation and the policies underlying PAGA, and approves the PAGA settlement pursuant to Labor Code section 2699.

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IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED THAT:

13. The Motion is GRANTED. The Settlement Agreement is finally approved as fair, adequate, reasonable, and in the best interests of the Settlement Class, and the Parties are ordered to perform its terms.

14. The Settlement Class, as defined in paragraph 8 above, is certified for settlement purposes only. No member of the Settlement Class requested exclusion; all 86 members of the Settlement Class are Participating Class Members and are bound by the Settlement Agreement and this Final Approval Order and Judgment.

15. Defendants shall fund the Gross Settlement Amount of $600,000, and shall separately pay the employer's share of payroll taxes on the Wage Portions of the Individual Class Payments, in the manner and within the time provided in sections 3.1 and 4.3 of the Settlement Agreement. Within the time provided in section 4.4 of the Settlement Agreement, Atticus shall pay from the Gross Settlement Amount: (a) the Class Counsel Fees Payment of $200,000 and the Class Counsel Litigation Expenses Payment of $4,393.81 to Mouton Law; (b) the Class Representative Service Payment of $15,000 and the Severance Payment of $16,123.84 (less applicable withholdings) to Plaintiff Kyle Columbus; (c) the Administration Expenses Payment of $9,277 to Atticus; (d) the LWDA PAGA Payment of $3,750 to the LWDA; (e) the Individual PAGA Payments totaling $1,250 to the Aggrieved Employees; and (f) the Net Settlement Amount to the Participating Class Members as Individual Class Payments calculated in accordance with section 3.2.4 of the Settlement Agreement. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

16. Effective on the date Defendants fully fund the Gross Settlement Amount (including the employer's share of payroll taxes) and the Judgment is final: (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 Class Period facts stated in the Operative Complaint, as set forth in section 5.2 of the Settlement Agreement; (b)

Plaintiff—on behalf of the State of California, the LWDA, and the Aggrieved Employees—releases and discharges the Released Parties of any and all claims for civil penalties that were alleged in the PAGA Notice for the duration of the PAGA Period, as set forth in section 5.3 of the Settlement Agreement, and all Aggrieved Employees are deemed to release the same; and (c) Plaintiff releases any and all of his known and unknown claims against the Released Parties, including a waiver of the provisions, rights, and benefits of Civil Code section 1542, as set forth in sections 5.1 and 5.1.1 of the Settlement Agreement.

17. Participating Class Members and Aggrieved Employees shall have ninety (90) days from the date of mailing to cash their Individual Class Payment and Individual PAGA Payment checks. For any Class Member or Aggrieved Employee whose check is uncashed and cancelled after the void date, Atticus shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of that Class Member or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

18. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within ten (10) days after its entry.

19. Neither the Settlement Agreement nor this Final Approval Order and Judgment is an admission by Defendants, or a finding by the Court, of the validity of any claim asserted in the Action, of any wrongdoing or liability on the part of Defendants, or that this Action is appropriate for class or representative treatment other than for purposes of settlement. Neither this Final Approval Order and Judgment, the Settlement Agreement, nor any document, statement, proceeding, or conduct related to the Settlement shall be construed as, offered as, or admitted as evidence of any admission or concession by Defendants of any liability, wrongdoing, fault, or damage. Notwithstanding the foregoing, Defendants may file this Final Approval Order and Judgment and the Settlement Agreement in this Action or in any other proceeding as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or any other theory of claim or issue preclusion as to the Released Class Claims and Released PAGA Claims.

20. Notice of entry of this Final Approval Order and Judgment shall be given to the Parties by Class Counsel, and Atticus shall post this Final Approval Order and Judgment on the settlement website identified in the Class Notice. Notice of entry need not be mailed to individual Class Members.

21. If the Settlement does not become effective in accordance with the terms of the Settlement Agreement, this Final Approval Order and Judgment shall be vacated, the Parties shall revert to their respective positions as if no settlement had been reached, and neither this Final Approval Order and Judgment nor the Settlement Agreement shall be used or referred to in this Action for any purpose.

22. Except as provided in the Settlement Agreement and this Final Approval Order and Judgment, Plaintiff and the members of the Settlement Class shall take nothing in this Action, and each Party shall bear its own attorneys' fees and costs.

23. Judgment is hereby entered in this Action in accordance with the terms of the Settlement Agreement and this Final Approval Order and Judgment. Without affecting the finality of this Judgment in any way, the Court retains continuing and exclusive jurisdiction over the Parties, the Settlement Class, and the Settlement Agreement for purposes of interpreting, implementing, administering, and enforcing the Settlement Agreement and this Final Approval Order and Judgment, pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h).

24. A non-appearance compliance hearing is set for April 2, 2027, at 8:30 a.m., in Department C-74. At least fifteen (15) days before that date, Class Counsel shall file a declaration of the Settlement Administrator attesting to the disbursement of all payments required under the Settlement Agreement, in accordance with section 7.8.7 of the Settlement Agreement. If the declaration is filed and the Court is satisfied that the Settlement has been fully administered, the hearing shall be vacated.

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LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: 10-9, 2026

HON. BLAINE K. BOWMAN
JUDGE OF THE SUPERIOR COURT

Respectfully submitted by:

/s/Stacey Y. Mouton
Stacey Y. Mouton
MOUTON LAW

Counsel for Plaintiff
KYLE COLUMBUS