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FILED
San Diego Superior Court

JUN 05 2026

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~~ ORDER GRANTING
PLAINTIFF'S NOTICE OF AND MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

Date: June 5, 2026
Time: 8:30 AM

Complaint Filed: February 5, 2024

~~PROPOSED~~ ORDER

On June 5, 2026, at 8:30 a.m., Plaintiff Kyle Columbus's Motion for Preliminary Approval of Class Action and PAGA Settlement came on for hearing before the Honorable Blaine K. Bowman of the above-entitled Court. Having considered Plaintiff's Notice of Motion and Motion, the Memorandum of Points and Authorities, the Declarations of Stacey Mouton, Kyle Columbus, and Bryn Bridley filed in support thereof, the fully executed Class Action and PAGA Settlement Agreement, the proposed Class Notice, all other papers and pleadings on file in this Action, and the oral argument of counsel; and good cause appearing therefor, IT IS HEREBY ORDERED that:

1. The terms defined in the Class Action and PAGA Settlement Agreement (the "Settlement Agreement") are incorporated by reference and shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the claims asserted in this Action and personal jurisdiction over Plaintiff, Defendants, and the members of the Settlement Class.

3. Preliminary approval of the Settlement is GRANTED. The Court finds, on a preliminary basis, that the Settlement was reached through informed, arm's-length, adversarial, and non-collusive negotiations, including a full-day mediation before Jonathan A. Andrews of Signature Resolution and Mr. Andrews's subsequent mediator's proposal, which both Parties accepted; that Class Counsel has conducted sufficient investigation and discovery to be in a position to evaluate the strengths and weaknesses of the claims and the appropriate value of the Action; and that the proposed Settlement is within the range of reasonableness of a settlement that could ultimately be granted final approval by this Court.

4. For settlement purposes only, the Court conditionally certifies the Settlement Class under California Code of Civil Procedure § 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 will fairly and

adequately protect 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

5. The Settlement Class is defined as:

All persons who (a) were employed by Defendants in California at any point between January 1, 2023, and the date of this Order; (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.

6. Plaintiff Kyle Columbus is appointed as the Class Representative for settlement purposes.

7. Stacey Y. Mouton of Mouton Law is appointed as Class Counsel for settlement purposes.

8. Atticus Administration is appointed as the Settlement Administrator, and reasonable Settlement Administration Costs—not to exceed \$9,500 absent a showing of good cause—shall be paid in accordance with the Settlement Agreement.

9. The Court has reviewed the monetary terms of the Settlement, including the non-reversionary Gross Settlement Amount of \$600,000. The Settlement Agreement provides for a Class Representative Service Payment of not more than \$15,000; an individual Severance Payment to Plaintiff in the amount of \$16,123.84; a Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, currently estimated at \$200,000; a Class Counsel Litigation Expenses Payment of not more than \$5,000; and PAGA Penalties of \$5,000, of which 75% (\$3,750) shall be paid to the Labor and Workforce Development Agency (“LWDA”) and 25% (\$1,250) shall be paid to the Aggrieved Employees on a pro-rata basis. The Court does not approve these amounts at this stage and will determine their reasonableness at the Final Approval Hearing. Plaintiff and Class Counsel will be required to present evidence supporting the requested amounts, including a lodestar calculation in support of the Class Counsel Fees Payment, prior to final approval. Pursuant to Labor Code § 2699, the LWDA has been provided notice of the Settlement. The PAGA allocation is preliminarily found to be reasonable.

1 10. The Class Notice attached to the Settlement Agreement is approved as to form and
2 content. The Court finds that the Class Notice fully and accurately informs the members of the
3 Settlement Class of the material terms of the proposed Settlement, of the right to be excluded from
4 the Settlement, and of the right to object. The form, content, and manner of distribution of the
5 Class Notice set forth in the Settlement Agreement satisfy due process and constitute the best
6 notice practicable under the circumstances.

7 11. Within fourteen (14) calendar days after entry of this Order, Defendants shall
8 provide the Class Data to the Settlement Administrator in accordance with the Settlement
9 Agreement. Within fourteen (14) calendar days after receipt of the Class Data, the Settlement
10 Administrator shall mail the Class Notice to all members of the Settlement Class by First-Class
11 U.S. Mail at their last known addresses, after processing the Class Data through the National
12 Change of Address database. Not later than three (3) business days after the Settlement
13 Administrator's receipt of any Class Notice returned by the U.S. Postal Service as undeliverable,
14 the Settlement Administrator shall re-mail the Class Notice using any forwarding address provided
15 by the U.S. Postal Service, or—if no forwarding address is provided—shall perform a Class
16 Member Address Search and re-mail the Class Notice to the most current address obtained.

17 12. Any member of the Settlement Class may opt out of the Settlement by submitting a
18 Request for Exclusion to the Settlement Administrator in accordance with the procedures set forth
19 in the Class Notice and the Settlement Agreement. Each Request for Exclusion must be faxed,
20 emailed, or postmarked no later than forty-five (45) calendar days after the date of mailing of the
21 Class Notice. If a Class Notice is re-mailed, the deadline for that Class Member's Request for
22 Exclusion shall be extended by fourteen (14) calendar days. Members of the Settlement Class who
23 do not submit a timely and valid Request for Exclusion shall be bound by the Settlement
24 Agreement, all determinations of this Court, and the final judgment. A Request for Exclusion may
25 only opt out the particular individual submitting it; any attempt to effect an opt-out on behalf of a
26 group, class, or subclass of individuals is not permitted and shall be deemed invalid.

27 13. Any member of the Settlement Class who does not opt out may object to the
28 Settlement by submitting a written objection to the Settlement Administrator by fax, email, or mail

1 within the same deadline applicable to Requests for Exclusion, or by appearing at the Final
2 Approval Hearing (personally or through an attorney retained at the Class Member's own expense)
3 to present an oral objection. Any member of the Settlement Class who does not timely submit a
4 written objection or appear at the Final Approval Hearing to present an oral objection shall be
5 deemed to have waived any objection and shall be foreclosed from objecting to the Settlement.

6 14. Any member of the Settlement Class may challenge the Workweek or payment
7 calculation set forth in the Class Notice in accordance with the procedures provided in the
8 Settlement Agreement and within the same deadline applicable to Requests for Exclusion.

9 15. A Final Approval Hearing is scheduled for October 9, 2026 at
10 8:30 a.m., in Department C-74 of the above-entitled Court, located at 330 West Broadway, San
11 Diego, California 92101, before the Honorable Blaine K. Bowman. At the Final Approval
12 Hearing, the Court will determine: (a) whether the proposed Settlement is fair, adequate, and
13 reasonable and should be finally approved; (b) whether a Final Approval Order and Judgment
14 should be entered; (c) the amount of the Class Representative Service Payment; (d) the amount of
15 the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; (e) the
16 amount of the Administration Expenses Payment; and (f) any other matters required for final
17 approval of the Settlement.

18 16. Plaintiff shall file his Motion for Final Approval of Class Action Settlement,
19 together with any application for an award of Class Counsel Fees, Class Counsel Litigation
20 Expenses, and the Class Representative Service Payment, no later than sixteen (16) court days
21 before the Final Approval Hearing.

22 17. Pending the Final Approval Hearing, all proceedings in this Action, other than
23 those necessary to carry out or enforce the terms of the Settlement Agreement and this Order, are
24 STAYED.

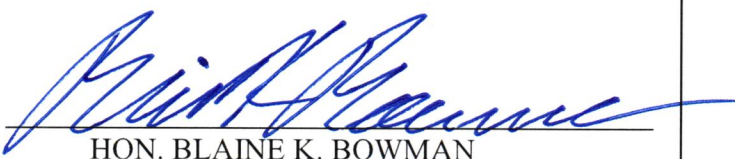
25 18. The Court reserves the right to adjourn or continue the date of the Final Approval
26 Hearing and all other dates set forth in the Settlement Agreement without further notice to the
27 Settlement Class, and retains continuing and exclusive jurisdiction over the Parties, the Settlement
28 Class, and all matters relating to the Settlement Agreement.

1 19. Neither the Settlement Agreement nor any related document, statement, proceeding,
2 or conduct shall be construed as an admission or concession by Defendants of any liability,
3 wrongdoing, fault, or merit of the claims asserted in this Action, nor as an admission that this
4 Action was properly brought as a class or representative action, and shall not be used as evidence
5 for any purpose adverse to Defendants.

6 20. If the Settlement does not become effective in accordance with the terms of the
7 Settlement Agreement, or if final approval is not granted, this Order shall be rendered null and
8 void, the Parties shall revert to their respective positions as if no settlement had been reached, and
9 this Order, and the Settlement Agreement, shall not be used or referred to in this Action for any
10 purpose.

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12 **IT IS SO ORDERED.**

13
14 DATED: 6-5, 2026


HON. BLAINE K. BOWMAN
JUDGE OF THE SUPERIOR COURT

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16
17 Respectfully submitted by:

18 /s/Stacey Y. Mouton

19 Stacey Y. Mouton
MOUTON LAW

20 Counsel for Plaintiff
21 KYLE COLUMBUS
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