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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

ZACHARY CLAYTON, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

WABASH NATIONAL CORPORATION; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CVRI2407382

CLASS AND REPRESENTATIVE ACTION

[*Assigned for All Purposes to the Honorable Harold W. Hopp, Department 1*]

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND JUDGMENT

[*Filed with Plaintiff's Notice of Motion and Memorandum of Points and Authorities, the Declaration of Kane Moon, the Declaration of Paul K. Haines, the Declaration of Plaintiff Zachary Clayton, the Declaration of Ricardo Ruiz Ordaz, and the Declaration of Madely Nava*]

FINAL APPROVAL HEARING:
Date: September 9, 2026
Time: 8:30 a.m.
Dept.: 1
Judge: Hon. Harold W. Hopp

Action Filed: December 9. 2024
Trial Date: Not Set

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On April 28, 2026, the Court entered an Order granting Plaintiffs' Motion for Preliminary Approval of Class and Representative Action Settlement, conditional class certification, and approval of the Class Notice, and setting a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiffs Zachary Clayton ("Plaintiff Clayton") and Ricardo Ruiz Ordaz ("Plaintiff Ordaz", together with Plaintiff Clayton, the "Plaintiffs") and Defendant Wabash National Corporation ("Defendant,") (together with Plaintiffs, the "Parties"), in accordance with the Parties' Class and PAGA Action Settlement Agreement (the "Settlement"). The Settlement was attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement that was filed on March 26, 2025, and which, together with the exhibits referenced and annexed thereto, set forth the terms and conditions for settlement of the Action. The Court now has before it a Proposed Final Order and Judgment to finally approve the Settlement.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiffs' Motion for Final Approval of Class and Representative Action Settlement, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing,

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

1. The Court, for purposes of this Final Order and Judgment, refers to all terms and definitions as set forth in the Settlement.

2. Plaintiffs' Motion for Final Approval of Class and Representative Action Settlement, including a motion for payment of Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Class Representative Enhancement Awards, Administration Expenses Payment, and PAGA Penalties (collectively "Motion for Final Approval"), and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members, came before Department 1 of this Court, the Honorable Harold W. Hopp presiding, on September 9, 2026.

3. The Court finds that the Settlement appears to have been made and entered into in good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful

discovery and investigation conducted by Plaintiffs and their counsel of record ("Class Counsel"); is the result of serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore, meets the requirements for final approval. In so finding, the Court has considered all the evidence presented, including evidence regarding the strength of Plaintiffs' claims; the risk, expense, and complexity of 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 has further considered the absence of objections and requests for exclusion to and from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiffs' Motion for Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

4. The Court certifies, for settlement purposes only, the following class (the "Class"): all current and former hourly-paid employees of Defendant who worked for Defendant in California at any time during the Class Period. The Class Period means the period from April 25, 2023, through December 23, 2025.

5. The Released PAGA Claims shall bind the following individuals ("Aggrieved Employee"): all current and former hourly-paid employees of Defendant who worked for Defendant in California at any time during the PAGA Period. The PAGA Period means the period from April 25, 2023, through December 23, 2025.

6. The Court finds that Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in this Action and are authorized to act as private attorneys general with respect to the Released PAGA Claims being released under the Settlement. The Court further finds that pursuant to California Labor Code section 2699(*l*)(2), the California Labor and Workforce Development Agency ("LWDA") has been given timely notice of the Settlement, has not objected, and is therefore bound by this Final Approval Order.

7. The deadline to request exclusion from or to submit written objections to the Settlement was July 28, 2026. No Request for Exclusion was received from any Class Member. Accordingly, all 535 Class Members remain in the Class.

8. All Class Members had an opportunity to object to the Settlement. No written objections were received.

9. A full opportunity has been afforded to Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude themselves from the Settlement or object to the Settlement. No Class Members appeared at the Final Approval Hearing to present any objections. Accordingly, the Court determines that all Class Members who did not request exclusion from the Settlement ("Participating Class Members") are bound by this Final Order and Judgment.

10. The Court-Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (the "Class Notice"), which was attached to the Preliminary Approval Order as Exhibit A and provided to the Class pursuant to the plan for distribution described under the Settlement, conformed with the requirements of California Rules of Court 3.766 and 3.769, and constituted the best notice practicable under the circumstances, by providing individual and adequate notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice fully satisfied the requirements of due process and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

11. Release of Claims:

a. Plaintiffs' General Release. Plaintiffs will release any and all claims that Plaintiffs have or may have against the Released Parties related to or arising from Plaintiffs' employment with Defendant ("Plaintiffs' General Release"). (Settlement, ¶ 5.1.) Plaintiffs acknowledge that Plaintiffs may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiffs' discovery of them. (*Id.*) Notwithstanding the foregoing, Plaintiffs' General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after the date Plaintiffs sign the Settlement. (*Id.*)

1) Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. (*Id.* at ¶ 5.1.1.)

b. Released Class Claims. 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 in Plaintiffs' operative Consolidated Class and Representative Action Complaint including but not limited to (1) failure to pay minimum wages, including vacation time pay, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to timely pay final wages at termination, (6) failure to provide accurate itemized wages statements, (7) failure to indemnify necessary business expenses, and (8) unfair business practices, (9) statutory penalties of any nature; (10) interest; (11) attorneys' fees and costs; (12) and any other claims arising out of or related to the Complaints filed in the Actions during the Class Period. ("Released Class Claims"). (*Id.* at ¶ 5.2.) The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period. (*Id.*)

c. Released PAGA Claims. Plaintiffs and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA

penalties, which were alleged in Plaintiffs' respective PAGA Notices to the LWDA and in Plaintiffs' operative Consolidated Class and Representative Action Complaint, including Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 ("Released PAGA Claims"). (*Id.* at ¶ 5.3.) The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period. (*Id.*)

d. Date Releases Become Effective. The released claims described above shall become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes. (*Id.* at ¶ 5.4.)

e. Released Parties. "Released Parties" means Defendant, together with its officers, directors, and employees. (Settlement, ¶ 1.40.)

12. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

13. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees are fair and reasonable. The Court thus authorizes the Administrator to pay settlement allocations in accordance with the terms of the Settlement.

14. Within seven (7) calendar days of receipt of notice of the entry of the Court's Final Approval Order, the Administrator shall provide Defendant with the total amount of Defendant's employer-share of payroll taxes owed and the wiring and/or mailing instructions. Within thirty (30) calendar days of the Final Approval Order, Defendant shall fund the Gross Settlement Amount and its employer-share of payroll taxes by transmitting the funds into Qualified Settlement Fund ("QSF") established and maintained by the Administrator. Within fourteen (14) calendar days after Defendant fully funds the amounts owed under the Settlement, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation

Costs Payment, and the Class Representative Enhancement Awards. The Settlement Administrator will also undertake filings and remittances in connection with the employee's share of taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary for administration of the Settlement.

15. Any envelope transmitting a settlement distribution to a Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Any settlement distribution check shall be negotiable for at least 90 days but not more than 180 days from the date of mailing. The Administrator shall mail a reminder postcard to any Class Member whose settlement distribution check has not been negotiated within 60 days after the date of mailing. If any of the Class Members are current employees of Defendant and those Class Members' mailed distribution is returned to the Administrator as being undeliverable, and if the Administrator is unable to locate a valid mailing address, the Administrator shall arrange with Defendant to have those distributions delivered to those Class Members at their place of employment.

16. A total amount of $69,000.00 shall be allocated to resolution of the Released PAGA Claims under the Private Attorneys General Act of 2004 ("PAGA") and distributed as follows: 35% ($24,150.00) to the Aggrieved Employees and 65% ($44,850.00) to the LWDA.

17. The Court confirms the appointment of Plaintiffs as the Class Representatives, for settlement purposes only. In addition to any recovery that Plaintiffs are eligible to receive under the Settlement as Class Members, the Court approves and orders Class Representative Enhancement Payments in the amount of $5,000.00 to each Plaintiff for their contributions and participating in the litigation, and for the risks assumed therefore.

18. The Court confirms the appointment of Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC; and Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC as Class Counsel, for settlement purposes only, as they are experienced in wage and hour class action litigation, have no apparent conflicts of interest with Plaintiffs or other Class Members, and have adequately represented Class interests. The Court approves and orders the payment of one-third of the Gross Settlement Amount ($230,000.00) to Class Counsel from the Gross Settlement Amount for reasonable attorneys' fees, with 75% to Moon Law

Group, PC and 25% to Haines Law Group, APC, as well as $25,262.17 for reimbursement of litigation costs actually incurred, with $21,361.53 to Moon Law Group, PC and $3,900.64 to Haines Law Group, APC. The Court finds that the fees and costs amounts are reasonable in light of the benefits provided to the Class.

19. The Court confirms the appointment of APEX Class Action Administration as the Administrator, who has fulfilled its initial notice and reporting duties owed under the Settlement Agreement. The Court approves and orders the payment of $8,900.00 from the Gross Settlement Amount to the Administrator for the costs of settlement administration.

20. In accordance with California Rule of Court 3.771(b), notice of this Final Order and Judgment will be given to the Class by the Administrator, who will post the Final Order and Judgment on a website maintained by the Administrator, the address of which was provided to Class Members in the Class Notice, for a period of not less than 90 calendar days after entry. The Administrator shall include a notice of entry of judgment to all Class Members and include the website URL on settlement checks, noting the following: "On _____, the Superior Court of California, County of Riverside entered the Order Granting Final Approval of Class and PAGA Action Settlement and Final Judgment in *Zachary Clayton, et al. v. Wabash National Corporation*, Case No. CVRI2407382, on behalf of all current and former hourly-paid employees of Defendant who worked for Defendant in California at any time from April 25, 2023, through December 23, 2025. A copy of the Judgment and Order is available online at _____."

21. This Final Order and Judgment is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable.

22. The obligations set forth in the Settlement are deemed part of this Final Order and Judgment, and the Parties are ordered to carry out the Settlement according to its terms and provisions.

23. Following entry of this Final Order and Judgment, and without affecting the finality thereof, the Court shall have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth

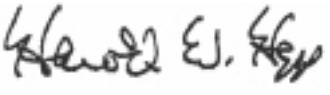
in the Settlement.

24. The Settlement is finally approved but is not an admission by Defendant of the validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of law.

25. The Court sets a Final Report (Non-appearance) Hearing on September 9, 2027 at 8:30 a.m. in Department 1. Class Counsel are ordered to file a final report and declaration by the Administrator regarding settlement distribution no later than 5 court days before the Hearing. No appearance is required at the Hearing if the Administrator's declaration filed prior to the hearing reports that all the distributions under the Settlement Agreement are complete.

IT IS SO ORDERED AND ADJUDGED.

DATE: September 10, 2026



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