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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

SEP 11 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

ADOLFO ROJAS SR., on behalf of himself and all others similarly situated,

Plaintiffs,

v.

AMERICAN VISION WINDOWS, INC., a California corporation; and DOES 1 to 10, inclusive,

Defendants.

JESSE BRYAN BUTLER, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

AMERICAN VISION WINDOWS, INC.; a California corporation; and DOES 1 to 100, inclusive,

Defendants.

CLASS ACTION

Honorable David A. Hoffer

Case No.: 30-2023-01354850-CU-OE-CXC

[~~PROPOSED~~] *AMENDED* FINAL ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND REQUEST FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVES' SERVICE AWARDS

Date: August 31, 2026
Time: 1:30 p.m.
Dept.: CX103

Rojas Action filed: October 6, 2023
Butler Action filed: October 10, 2023
Trial date: None Set

[PROPOSED] FINAL ORDER GRANTING FINAL APPROVAL

The Parties reached a Settlement subject to Court approval as represented in the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), attached as Exhibit 1 to the Declaration of Gregg Lander in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and Representative Settlement ("Motion"), filed with this Court on January 16, 2025 and the Addendum to the Class Action and PAGA Settlement ("Addendum"), attached as Exhibit 1 to the Supplemental Declaration of Marta Manus in support of the Motion, filed with this Court on August 7, 2025.

On August 31, 2026, this Court conducted a Final Settlement Fairness Hearing under Rule 3.769 of the California Rules of Court and this Court's October 20, 2025, Order Granting Plaintiffs' Motion for Preliminary Approval of Class and Representative Settlement (the "Preliminary Approval Order"). Due and adequate notice having been given to the Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise been fully informed in the matter, and good cause appearing therefor, hereby orders:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the applicable requirements of the California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of the Class, as set forth in the Preliminary Approval Order.

2. This Order Granting Final Approval of Class Action and Representative Settlement hereby adopts and incorporates by reference the terms and conditions of the Parties' Settlement Agreement, together with the definitions of terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all Parties to the Class Action, including all members of the Settlement Class.

4. Class Members means "all persons employed by Defendant in California as non-exempt employees during the Class Period, defined as April 10, 2019, through May 28, 2024."

5. Aggrieved Employees means a person employed by Defendant in California as a non-exempt employed during the PAGA Period (October 10, 2022, through May 28, 2024).

6. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon and 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 Class Members adequate instructions and a variety of means to obtain additional information; provided Class Members with a full opportunity and the means to seek exclusion; and described to Class Members the consequences of remaining in the Settlement as opposed to seeking exclusion. 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. Accordingly, the Court determines that all Class Members are bound by this Order and Judgment. There are zero objections and one opt out to the class portion of the Settlement.

7. The Court has considered all relevant factors for determining the fairness of the Settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of the Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of further litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. Accordingly, the Court hereby approves the settlement as set forth in the Settlement Agreement and expressly finds that said Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire Settlement Class and hereby directs implementation of all remaining terms, conditions, and

provisions of the Settlement Agreement.

8. The Court hereby approves the Gross Settlement Amount of $2,141,150.00.

9. The Court hereby approves the Net Settlement Amount of $1,394,530.50.

10. The Court hereby approves attorneys' fees to Class Counsel in the amount of $642,345.00 as compensation for all attorney time spent on this matter from inception through and including the final Settlement Fairness Hearing.

11. The Court hereby approves reimbursement of litigation costs of $29,218.50 to Class Counsel.

12. The Court hereby approves the payment of costs to the Administrator, Rust Consulting, Inc., in the amount of $12,556.00.

13. The Court hereby approves Class Representative Service Award in the amount of $7,500.00 Plaintiff Adolfo Rojas, Sr. and $5,000.00 to Plaintiff Jesse Bryan Butler in consideration and exchange for their contributions to the Class. The Court finds these amounts are request fair and reasonable.

14. The Court hereby approves the allocation of $50,000.00 to the settlement of the PAGA claims, of which $37,500.00 shall be payable to the Labor Workforce Development Agency ("LWDA") and $12,500.00 shall be payable to the Aggrieved Employees.

15. No other costs or fees relief shall be awarded, either against Defendant or any other of the Released Parties, as defined in the Settlement Agreement.

16. The following individual who submitted a valid and timely request for exclusion is excluded from the Settlement: Cesar Pascual Secundino.

17. The Administrator shall mail all Participating Class Members their settlement checks enclosed in an envelope bearing the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

18. Participating Class Members shall have up to 180 days from the date of mailing to deposit their settlement distribution check.

19. If (i) any of the Participating Class Members are current employees of the Defendant, (ii) the settlement distribution checks mailed to those Participating Class Members is

returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to locate a valid mailing address, the Administrator shall arrange with the Defendant to have those settlement distribution checks delivered to the Participating Class Members at their place of employment. If after reasonable efforts, the settlement distribution check cannot be delivered to the Participating Class Members at their place of employment, Defendant shall return the check to the Administrator within 30 calendar days of the settlement distribution check's arrival at Defendant's office.

20. Upon entry of Judgment by the Court, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, in accordance with the Settlement Agreement:

a. All Participating Class Members, for the duration of the Class Period (April 10, 2019, through May 28, 2024), 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 the Operative Complaint or reasonably could have been alleged based on the facts stated in the Operative Complaint including: (1) all claims for failure to pay all wages; (2) all claims for failure to pay all overtime wages; (3) all claims for failure to pay minimum wages; (4) all claims for failure to pay overtime wages at the legal overtime pay rate; (5) all claims for failure to pay reporting time pay; (6) all claims for failure to provide all meal periods; (7) all claims for failure to authorize and permit all paid rest periods; (8) all claims for failure to fully reimburse work expenses; (9) all claims for violations of California Labor code section 212; (10) all claims for derivative violations of California Labor Code sections 201 and 202; (11) all claims for independent violations of California Labor Code sections 201 and 202; (12) all claims for violations of California Labor Code section 204; (13) all claims for failure to pay interest on deposits; (14) all claims for penalties under California Labor Code section 2699 arising out of the Labor Code violations referenced in the Operative Complaint; and (15) all claims asserted under California Business & Professions Code section 17200, *et seq.*, arising out of the Labor Code violations referenced in the Operative Complaint.

b. All Aggrieved Employees, for the duration of the PAGA Period (October 10, 2022, through May 28, 2024), 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 for all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

21. The Court further confirms and finds that nothing contained in the Settlement Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any other Order entered in this action shall in any way or manner constitute an admission that any of the allegations against Defendant had merit or a determination of liability by or against Defendant and each of its former, present, and future owners, parents and subsidiaries, and all of their current, former and future officers, directors, members, managers, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, and assigns, to any of the claims and causes of action asserted by the Class Members or Aggrieved Employees, or any member or employee thereof, and shall not be offered in evidence in any action or proceeding against Defendant, or any other Released Parties in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions of the Settlement Agreement or this Order.

22. Notice of the Final Order and Judgment to the Class shall be posted on the case-specific website https://www.rustconsulting.com/cases/american-vision-windows.

23. Neither Defendant nor any related persons or entities shall have any further liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

24. By operation of the entry of this Order, as of the Effective Date, the parties are ordered to perform their respective duties and obligations under the Settlement Agreement.

25. The date for the Final Accounting Hearing is June 14, 2027, at 1:30 p.m. in Department CX103. Plaintiffs shall file the Administrator's declaration regarding settlement distribution at least sixteen (16) calendar days before the Final Accounting Hearing.

JUDGMENT

In accordance with, and for the reasons stated in the Final Approval Order, judgment shall be entered whereby Plaintiffs Adolfo Rojas, Sr. and Jesse Bryan Butler, and all Participating Class Members shall take nothing from Defendant, except as expressly set forth in the Settlement Agreement.

Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs Adolfo Rojas, Sr. and Jesse Bryan Butler, Class Members, and Defendant, for the purposes of:

(a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and

(b) supervising distribution of amounts paid under this Settlement.

IT IS SO ORDERED.

Dated: 9/11/26

David Hoffer

Honorable David A. Hoffer
Judge of the Superior Court