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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Anthony Cayetano ("Cayetano") and Kevin Watters ("Watters") (collectively, "Plaintiffs") and defendants Value Windows & Doors, Inc.; Value Vinyl Windows & Doors, Inc.; Moreno Valley Window & Door Manufacture, Inc.; Value Wholesaler, Inc.; Value Vinyl Extrusions, Inc.; Value Aluminum Windows & Doors, Inc.; Farsighted Transport, LLC; and Eurotek Windows and Doors Inc. (collectively "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties" or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiffs' lawsuits alleging wage and hour violations against Defendants captioned *Anthony Cayetano v. Value Windows & Doors Inc*, initiated on June 12, 2025, and pending in Superior Court of the State of California, County of Los Angeles, as case number 25STCV17064, and captioned *Kevin Watters v. Value Windows and Doors, Inc.*, initiated on July 31, 2025, and pending in Superior Court of the State of California, County of Riverside, as case number CVRI2504280.

1.2. "Administrator" means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means all non-exempt employees who worked for Defendants in California during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession, including the Aggrieved Employee's name, last-known mailing address, Social Security number, and the number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means O'Hagan Meyer, LLP.

1.9. "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the date the Court enters Judgment.

1.10. "Gross Settlement Amount" means Three Hundred Seventy-Five Thousand Dollars and

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Zero Cents ($375,000.00), which is the maximum total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be paid by Defendants in full satisfaction of all claims arising in the Action, including but not limited to amounts used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to 65% of the PAGA Penalties recovered by Aggrieved Employees under Labor Code section 2699, subd. (m).

1.14. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means of Frontier Law Center and Crosner Legal, P.C., the attorneys representing the Plaintiffs in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee was employed by Defendants in California as an hourly-paid, nonexempt employee during the PAGA Period.

1.19. "PAGA Period" means the period from April 28, 2024 to February 2, 2026.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

1.21. "PAGA Notices" means, collectively, Plaintiffs' letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to LWDA in settlement of PAGA claims.

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1.23. "Plaintiffs" means collectively, Anthony Cayetano and Kevin Watters, the named plaintiffs in the Action.

1.24. "Approval Order" means the Court Order Granting Approval of PAGA Settlement.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel as described in Paragraph 5 below.

1.26. "Released Parties" means Defendants and their former, present and future owners, parents, subsidiaries, and related business entities, and all of their current and former officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28. "Defendants" means Value Windows & Doors, Inc.; Value Vinyl Windows & Doors, Inc.; Moreno Valley Window & Door Manufacture, Inc.; Value Wholesaler, Inc.; Value Vinyl Extrusions, Inc.; Value Aluminum Windows & Doors, Inc.; Farsighted Transport, LLC; and Eurotek Windows and Doors Inc.

2. RECITALS.

2.1. On June 12, 2025, Cayetano commenced an initial class action and PAGA lawsuit against Defendants, styled *Anthony Cayetano v. Value Windows & Doors Inc*, in the Superior Court of California, County of Los Angeles (Case No. 25STCV17064), alleging the following nine causes of action, individually and on behalf of a putative California class and Aggrieved Employees: (1) failure to provide compliant meal periods; (2) failure to provide compliant rest periods; (3) failure to pay for all hours worked; (4) failure to pay all overtime owed; (5) failure to reimburse business expenses; (6) wage statement penalties; (7) waiting time penalties; (8) violation of unfair competition law; and (9) PAGA (the "Cayetano Action"). Defendants deny the allegations in the Cayetano Action, deny any failure to comply with the laws identified in the Cayetano Action, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Cayetano gave timely written notice to Defendants and the LWDA by sending the Cayetano PAGA Notice on April 28, 2025.

2.3. On July 31, 2025, Watters filed a PAGA complaint against Defendants, styled *Kevin Watters v. Value Windows and Doors, Inc.*, in the Superior Court of California, County of Riverside (Case No. CVRI2504280), alleging a single cause of action for PAGA civil penalties—on behalf of himself and Aggrieved Employees—predicated on underlying allegations that Defendants failed to pay all wages owed including minimum and overtime wages; failed to provide compliant meal periods; failed to provide compliant rest periods; failed to reimburse business expenses; and failed to provide accurate itemized wage statements (the "Watters Action").

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2.4. Pursuant to Labor Code section 2699.3, subd.(a), Watters gave timely written notice to Defendants and the LWDA by sending the Watters PAGA Notice on May 16, 2025.

2.5. On December 4, 2025, the Parties participated in an all-day mediation presided over by Lisa Klerman, Esq., a well-respected and experienced wage and hour mediator, which led to this Agreement to settle the Action.

2.6. Before mediation, Plaintiffs obtained, through informal discovery, time and payroll records, data, and policies, among other documents and information, to aid in the preparation of Plaintiffs' evaluation of the claims and formulation of a damages model.

2.7. On June 29, 2026, Plaintiff Cayetano filed an amended LWDA letter adding additional named Defendants covered by the settlements.

2.8. On August 20, 2026, Plaintiffs filed an amended complaint, consolidating the two actions and adding the additional defendant entities as named defendants.

2.9. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action, other than the Action, asserting claims that will be extinguished or affected by this Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay $375,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be $125,000.00 and PAGA Counsel Litigation Expenses Payment of not more than $25,000.00 Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel

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assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiffs: From the Gross Settlement amount, Plaintiffs will receive $10,000.00 each in exchange for the release of their individual claims and service fee for serving as the Plaintiffs in this matter, subject to the approval of the Court.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed $5,000.00 except for a showing of good cause and as approved by the Court. To the extent the expenses incurred by the Administrator in connection with this Settlement are less, or the Court approves an Administration Expenses Payment of less than $5,000.00, the Administrator will allocate the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the remaining Gross Settlement Amount, with 65% of the remaining Gross Settlement Amount (~$130,000.00) allocated to the LWDA PAGA Payment and 35% (~$70,000.00) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate the Aggrieved Employees worked a total of 7,725 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Not later than 30 days after the Court grants Approval of the Settlement, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data

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to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,

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successors, and assigns generally, release and discharge with prejudice Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA claims asserted, or that could have been asserted in the Cayetano Action and the Watters Action or could have arisen out of the allegations made in the Cayetano Action and the Watters Action ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, 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."

5.2 Release by Aggrieved Employees. All Aggrieved Employees 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 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Cayetano Action, the Watters Action, and the PAGA Notices.

5.3 Release by PAGA Counsel. Upon receipt of any Court awarded attorneys' fees authorized by this agreement, PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Cayetano Action and the Watters Action, and the PAGA Period facts stated in the Cayetano Action, the Watters Action, and the PAGA Notices.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree that PAGA Counsel will draft and file an application or motion for approval of this Settlement that includes the notice to be provided to the Aggrieved Employees and file it after review by Defense Counsel. The Parties will jointly seek to immediately vacate or stay all dates in the Action, pending approval by the Court of the Settlement, and will seek a date for the hearing on the motion for approval of this Settlement as soon as possible.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section

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2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the Cayetano Action and the Watters Action (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation

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section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) the Aggrieved Employees have worked 7,725 Pay Periods during the PAGA Period. If the total PAGA Pay Periods increases by more than 10%, then the Gross Settlement Amount shall be increased on a proportional basis (*e.g.*, if there was a 11% increase in the number of workweeks, Defendants will increase the maximum settlement amount by 1%).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to CCP section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Cayetano Action and the Watters Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their

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best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.

10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.13 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.14 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each

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of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.15 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

PLAINTIFF: ANTHONY CAYETANO

Dated: 10/1/2026

Signed by:
D8432AE53A75443...

Plaintiff Anthony Cayetano

PLAINTIFF:

Dated: 10 / 02 / 2026

KEVIN WATTERS
Kevin Watters

Plaintiff Kevin Watters

DEFENDANTS: VALUE WINDOWS & DOORS, INC.; VALUE VINYL WINDOWS & DOORS, INC.; MORENO VALLEY WINDOW & DOOR MANUFACTURE, INC.; VALUE WHOLESALER, INC.; VALUE VINYL EXTRUSIONS, INC.; VALUE ALUMINUM WINDOWS & DOORS, INC.; FARSIGHTED TRANSPORT, LLC; and EUROTEK WINDOWS AND DOORS INC.

Dated: _____

By:
Title:

APPROVED AS TO FORM AND CONTENT:

PAGA COUNSEL: **FRONTIER LAW CENTER**

Dated: 10/1/2026

Signed by:
Rebecca Hartcher
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PLAINTIFF: ANTHONY CAYETANO

Dated: _____ _____

Plaintiff Anthony Cayetano

PLAINTIFF: KEVIN WATTERS

Dated: _____ _____

Plaintiff Kevin Watters

DEFENDANTS: VALUE WINDOWS & DOORS, INC.; VALUE VINYL WINDOWS & DOORS, INC.; MORENO VALLEY WINDOW & DOOR MANUFACTURE, INC.; VALUE WHOLESALER, INC.; VALUE VINYL EXTRUSIONS, INC.; VALUE ALUMINUM WINDOWS & DOORS, INC.; FARSIGHTED TRANSPORT, LLC; and EUROTEK WINDOWS AND DOORS INC.

Dated: 10/07/2026 _____

By: Jaime Benavides
Title: CHR Director

APPROVED AS TO FORM AND CONTENT:

PAGA COUNSEL: **FRONTIER LAW CENTER**

Dated: _____ _____

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Rebecca Harteker
Manny Starr
Attorneys for Plaintiff Anthony Cayetano

PAGA COUNSEL: **CROSNER LEGAL, P.C.**

Dated: 10/02/2026

Brandon Brouillette
Attorneys for Plaintiff Kevin Watters

DEFENSE COUNSEL: **O'HAGAN MEYER, LLP**

Dated: _____

Katherine C. Den Bleyker
Patrick Lee
Attorneys for Defendants

Rebecca Harteker
Manny Starr
Attorneys for Plaintiff Anthony Cayetano

PAGA COUNSEL: **CROSNER LEGAL, P.C.**

Dated: _____ _____

Brandon Brouillette
Attorneys for Plaintiff Kevin Watters

DEFENSE COUNSEL: **O'HAGAN MEYER, LLP**

Dated: 10/08/2026 _____

Katherine C. Den Bleyker
Patrick Lee
Attorneys for Defendants