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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.

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**

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.

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

1 **[PROPOSED] FINAL ORDER GRANTING FINAL APPROVAL**

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

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

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

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

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

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

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

3 6. The Class Notice given to the Class Members fully and accurately informed the
4 Class Members of all material elements of the proposed Settlement and of their opportunity to
5 object to or comment thereon and was the best notice practicable under the circumstances; was
6 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
7 State of California, the United States Constitution, due process, and other applicable law. The
8 Class Notice fairly and adequately described the Settlement and provided Class Members
9 adequate instructions and a variety of means to obtain additional information; provided Class
10 Members with a full opportunity and the means to seek exclusion; and described to Class
11 Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A
12 full opportunity has been afforded to the Class Members to participate in the Final Approval
13 Hearing, and all Class Members and other persons wishing to be heard have been heard.
14 Accordingly, the Court determines that all Class Members are bound by this Order and
15 Judgment. There are zero objections and one opt out to the class portion of the Settlement.

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

1 provisions of the Settlement Agreement.

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

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

4 10. The Court hereby approves attorneys' fees to Class Counsel in the amount of
5 \$642,345.00 as compensation for all attorney time spent on this matter from inception through
6 and including the final Settlement Fairness Hearing.

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

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

11 13. The Court hereby approves Class Representative Service Award in the amount of
12 \$7,500.00 Plaintiff Adolfo Rojas, Sr. and \$5,000.00 to Plaintiff Jesse Bryan Butler in
13 consideration and exchange for their contributions to the Class. The Court finds these amounts
14 are request fair and reasonable.

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

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

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

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

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

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

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

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

12 a. All Participating Class Members, for the duration of the Class Period (April 10,
13 2019, through May 28, 2024), on behalf of themselves and their respective former and present
14 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
15 Released Parties from all claims that were alleged in the Operative Complaint or reasonably
16 could have been alleged based on the facts stated in the Operative Complaint including: (1) all
17 claims for failure to pay all wages; (2) all claims for failure to pay all overtime wages; (3) all
18 claims for failure to pay minimum wages; (4) all claims for failure to pay overtime wages at the
19 legal overtime pay rate; (5) all claims for failure to pay reporting time pay; (6) all claims for
20 failure to provide all meal periods; (7) all claims for failure to authorize and permit all paid rest
21 periods; (8) all claims for failure to fully reimburse work expenses; (9) all claims for violations
22 of California Labor code section 212; (10) all claims for derivative violations of California Labor
23 Code sections 201 and 202; (11) all claims for independent violations of California Labor Code
24 sections 201 and 202; (12) all claims for violations of California Labor Code section 204; (13) all
25 claims for failure to pay interest on deposits; (14) all claims for penalties under California Labor
26 Code section 2699 arising out of the Labor Code violations referenced in the Operative
27 Complaint; and (15) all claims asserted under California Business & Professions Code section
28 17200, *et seq.*, arising out of the Labor Code violations referenced in the Operative Complaint.

1 b. All Aggrieved Employees, for the duration of the PAGA Period (October 10,
2 2022, through May 28, 2024), are deemed to release, on behalf of themselves and their
3 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
4 and assigns the Released Parties for all claims for PAGA civil penalties that were alleged, or
5 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
6 PAGA Notice.

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

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

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

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

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

1 **JUDGMENT**

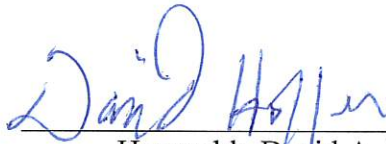
2 In accordance with, and for the reasons stated in the Final Approval Order, judgment
3 shall be entered whereby Plaintiffs Adolfo Rojas, Sr. and Jesse Bryan Butler, and all Participating
4 Class Members shall take nothing from Defendant, except as expressly set forth in the Settlement
5 Agreement.

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

- 10 (a) supervising the implementation, enforcement, construction, and interpretation of
11 the Settlement Agreement, the Preliminary Approval Order, the plan of allocation,
12 the Final Approval Order, and the Judgment; and
13 (b) supervising distribution of amounts paid under this Settlement.

14
15 **IT IS SO ORDERED.**

16 Dated: 9/11/26

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18 Honorable David A. Hoffer
19 Judge of the Superior Court
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