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FILED
San Diego Superior Court
OCT 07 2026

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

FRED NAZAR, an individual, on behalf of himself and others similarly situated, Plaintiff, vs. SCHINDLER ELEVATOR CORPORATION, a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 37-2024-00022945-CU-OE-CTL CLASS ACTION Assigned for All Purposes To: Hon. Michael D. Washington Dept.: C-73 ~~[PROPOSED]~~ **ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT; FINAL JUDGMENT** Date: September 18, 2026 Time: 9:00 a.m. Dept.: C-73 Original Complaint Filed: May 17, 2024 FAC Filed: January 7, 2026 Trial Date: None Set

ORDER

This matter having come before the Court on September 18, 2026, at 9:00 a.m. in Department C-73 of the above-entitled Court, located at 330 W. Broadway, San Diego, California 92101, for a scheduled Final Approval Hearing and entry of an Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement Agreement ("Final Approval Order") consistent with the Court's April 27, 2026 Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement ("Preliminary Approval Order"), and as set forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") entered into between Plaintiff FRED NAZAR (hereinafter "Plaintiff"), on behalf of himself and all other similarly situated employees of Defendant SCHINDLER ELEVATOR CORPORATION ("Defendant") (collectively, "the Parties") and Defendant, and due and adequate notice having been given to Class Members as required by the Preliminary Approval Order, and the Court having considered all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Final Approval Order incorporates the Settlement Agreement. Unless otherwise provided, all capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement Agreement, the Class consists of all current and former hourly non-exempt employees who worked for Defendant in California during the Class Period, which is the period from May 17, 2020 to September 9, 2025.

3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Settlement, the Court has jurisdiction over the subject matter of this proceeding and over all parties to this proceeding, including all Class Members. In addition, the Court has personal jurisdiction over all Class Members with respect to the Action and the Settlement.

4. Distribution of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") directed to the Class Members, as set forth in the Settlement Agreement, has been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including the proposed Settlement as set forth in the Settlement Agreement and fully satisfied the requirements of California law, the California and United States Constitutions (including the Due Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766, and any other applicable law. The Class Notice also provided due and adequate notice to Class Members of their right to exclude themselves from the Settlement, as well as their right to object to the proposed Settlement.

5. For the reasons set forth in the Preliminary Approval Order and in the transcript of the proceedings of the preliminary approval hearing, which are adopted and incorporated by reference, the Court finds the Settlement was entered into in good faith and further finds that the Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the Class Members. Plaintiff has satisfied the standards and applicable requirements for final approval of this class action Settlement under California law, including the provisions of California Code of Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971).

6. The Court approves the Settlement as set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length negotiations. In granting final approval of the Settlement Agreement, the Court considered the nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement

proceeds among the Participating Class Members, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement had no obvious deficiencies and did not improperly grant preferential treatment to any individual Class Member. Accordingly, the Court finds that the Settlement Agreement was entered into in good faith.

7. Effective 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, Plaintiff, all Participating Class Members, and all Aggrieved Employees shall be bound by the releases set forth in the Settlement Agreement.

8. No Class Member opted out from the Settlement, resulting in a total of 748 Participating Class Members.

9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Final Approval Order a finding of the validity of any claims in the Action, or of any wrongdoing by Defendant or any of the other Released Parties.

10. The Court confirms D.Law, Inc. as Class Counsel and finds that Class Counsel has adequately represented the Class for purposes of entering into and implementing the Settlement.

11. The Court finds the $1,450,000.00 Gross Settlement Amount provided for under the Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the following deductions from the Gross Settlement Amount: (1) $483,333.33 for attorneys' fees to Class Counsel; (2) $24,462.65 for attorneys' costs and expenses to Class Counsel; (3) Class Representative Service Payment of $5,000.00 to Plaintiff Fred Nazar; (4) PAGA Penalties of $145,000.00 for claims asserted under California's Private Attorneys General Act ("PAGA"), of which 75% will be payable to the California Labor and Workforce Development Agency ("LWDA") and 25% will be payable to the Aggrieved Employees on a *pro rata* basis ("Individual PAGA Payment"); and (5) $10,250.00 for an Administration Expenses Payment to Apex Class Action, LLC

("Apex"). The Net Settlement Amount available for distribution to the Class is approximately $781,954.02.

12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument set forth in Class Counsel's application, an award of attorneys' fees in the amount of $483,333.33 and for costs and expenses in the amount of $24,462.65 as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is hereby granted. The Court finds that Class Counsel's request falls within the range of reasonableness and that the result achieved justifies the award and that the requested expenses were reasonably incurred. The payment of attorneys' fees and costs to Class Counsel shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

13. It is ordered that the Class Representative Service Payment of $5,000.00 to Plaintiff Fred Nazar is fair and reasonable as a service payment for his service to the Class. The Class Representative Service Payment shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

14. The Court further approves the payment of $10,250.00 to Apex Class Action, LLC to cover the costs of administration as provided for in the Settlement Agreement. The payment authorized by this paragraph shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

15. The Court also approves a payment of $145,000.00 for claims asserted under PAGA ("PAGA Penalties"), with 75% of the PAGA Penalties ($108,750.00) payable to the LWDA and the other 25% ($36,250.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the Settlement Agreement). The PAGA Penalties are included in, and shall come from, the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

16. The Court finds the settlement payments from the Net Settlement Amount provided for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and orders the calculations and the payments to be made and administered to the Participating Class Members in accordance with the terms of the Settlement Agreement. It is also ordered that, 180 days

after the date of distribution of Individual Class Payments and Individual PAGA Payments to Participating Class Members and Aggrieved Employees, all funds from any uncashed checks remaining in the Net Settlement Amount shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, for the benefit of those Participating Class Members and Aggrieved Employees who did not cash their checks until such time that they claim their property.

17. The Court shall examine the final accounting at a Compliance Hearing set on May 7, 2027 at 2:00pm in department 73.

18. Defendant shall not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement.

19. Without affecting the finality of the Settlement, this Final Approval Order, or Final Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing jurisdiction over the above-captioned action and the Parties, including all Participating Class Members, relating to the Action and the administration, consummation, enforcement, and interpretation of the Settlement Agreement, this Final Approval Order, and for any other necessary purpose.

20. The Final Approval Order shall constitute the final judgment.

IT IS SO ORDERED.

Dated: Oct. 7, 2026

Honorable Michael D. Washington
Judge of the Superior Court