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Attorneys for Plaintiff
CHANDON PETTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

CHANDON PETTY,

Plaintiff,

vs.

RENEWAL BY ANDERSEN LLC, a Minnesota
Limited Liability Company; WEILAND
SLIDING DOORS AND WINDOWS;
ANDERSEN WINDOWS, INC.; ANDERSEN
LOGISTICS SACRAMENTO, LLC;
ANDERSEN DISTRIBUTION, INC.;
ANDERSEN CORPORATION; rFINANCE
COMPANY; and DOES 1-10, Inclusive,

Defendants.

Case No. 30-2024-01426932-CU-OE-CXC
Hon. David A. Hoffer
Dept.: CX103

**DECLARATION OF JAMES B. HARDIN IN
SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

[Memorandum of Points and Authorities filed
concurrently herewith]

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

Reservation No.: 74858111

Complaint Filed: September 19, 2024
Trial Date: None set

1 Agency (“LWDA”) via certified mail, as required by Labor Code section 2699.3, alleging that
2 Andersen’s standardized Employment Agreements contained four provisions that violated California
3 law: (i) a noncompete provision potentially violating California Business & Professions Code sections
4 16600 *et seq.* and Labor Code section 432.5; (ii) a choice-of-venue provision requiring adjudication of
5 certain disputes in Minnesota in potential violation of Labor Code section 925; (iii) a choice-of-law
6 provision applying Minnesota law to employment disputes in potential violation of Labor Code section
7 925; and (iv) a fee-shifting provision inconsistent with California’s employee-protective fee-shifting
8 statutes in potential violation of Labor Code section 925 (the “PAGA Notice”). Plaintiff sent the PAGA
9 Notice on behalf of himself and all other similarly situated employees of Andersen who were allegedly
10 aggrieved. The \$75 PAGA filing fee was paid. Plaintiff also gave notice to Andersen via certified mail,
11 with documented receipt on June 17, 2024. The LWDA assigned case number LWDA-CM-1033227-
12 24.

13 8. The LWDA did not elect to proceed with an investigation within the applicable statutory
14 period, and Andersen did not cure the alleged violations. Following the requisite waiting period, Plaintiff
15 commenced this representative PAGA action by filing his Complaint on September 19, 2024 in the
16 Superior Court of California, County of Orange, Case No. 30-2024-01426932, assigned to the
17 Honorable David A. Hoffer in Department CX103.

18 9. Pursuant to the terms of the parties’ settlement and their Memorandum of Understanding
19 (“MOU”) executed on or about July 25, 2025, Plaintiff submitted an Amended LWDA Letter to the
20 LWDA via certified mail on September 10, 2025, asserting additional claims and identifying additional
21 potentially responsible entities. Plaintiff subsequently filed the operative First Amended Complaint on
22 January 13, 2026, naming the additional Andersen affiliates identified above as defendants so that they
23 could participate in the settlement process.

24 10. After this Action was at issue, the Parties engaged in informal discovery regarding
25 Plaintiff’s claims. Through this process, my firm confirmed the following key facts relevant to the
26 settlement:

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- (a) Andersen uses three separate versions of its Employment Agreements (Form 0, Form 1, and Form 2), which have been revised from time to time. The challenged noncomplete provision (Paragraph 3) is generally reserved for exempt employees in California.
- (b) Certain long-term employees did not sign Employment Agreements at all, as the agreements were not implemented until 2016. Other employees signed multiple versions of the Employment Agreement over the course of their employment, each version superseding the prior one (since Andersen typically had employees sign new versions upon changes in position, such as promotions).
- (c) Because determining exactly which employees signed which versions of the Employment Agreement would require manually reviewing individual personnel files, and because PAGA penalties for violations of statutory Employment Agreement requirements arguably attach upon entry into the allegedly unlawful agreement rather than on a per-pay-period basis (*see, e.g., Williams v. Alacrity Solutions Group, LLC*, 110 Cal. App. 5th 932, 944–45 (2025); *Brown v. Dow Chemical Co.*, 2019 U.S. Dist. LEXIS 55991, at *4–5 (N.D. Cal. Apr. 1, 2019)), the Parties agreed for settlement purposes to base settlement payments on the total number of PAGA Members (headcount) rather than on a per-pay-period basis.
- (d) Based on the foregoing, the Parties estimated that there were approximately 1,000 PAGA Members (including Plaintiff) during the PAGA Period (June 11, 2023 through August 29, 2025). Based on this headcount, the potential PAGA civil penalty exposure at the time of mediation (without “stacking” penalties) was estimated at a total of approximately \$100,000 (approximately 1,000 Employment Agreements × \$100 penalty per agreement at issue).

11. The Parties participated in a full-day mediation on June 25, 2025 with David Phillips, Esq. of Signature Resolution, a respected mediator with extensive experience in resolving wage and hour class actions and PAGA representative action disputes. Plaintiff attended this mediation along with his counsel. In preparation for the mediation, my firm reviewed exemplars of Andersen’s Employment Agreement forms, information regarding the California employee population, applicable case law

1 governing each of the challenged provisions, and information regarding Andersen's corporate structure
2 and related entities. We developed exposure models and prepared a detailed mediation brief. Mr. Phillips
3 provided useful, neutral analysis of the issues and risks to both sides. With the assistance of Mr. Phillips,
4 the parties reached agreement on the material terms of the PAGA settlement at the June 25, 2025
5 mediation and executed the MOU setting forth the basic terms of the settlement on or about July 25,
6 2025.

7 12. Plaintiff alleged in this action that Andersen required its California employees to execute
8 an Employment Agreement containing four provisions that are inconsistent with or violate California
9 law: (a) a noncompete (Paragraph 3); (b) a choice-of-venue clause designating Washington County,
10 Minnesota as the exclusive venue for certain disputes (Paragraph 13); (c) a choice-of-law clause
11 applying Minnesota law to certain disputes (Paragraph 9); and (d) a bilateral prevailing-party fee-
12 shifting clause (Paragraph 14). Plaintiff alleged that these provisions give rise to claims for civil
13 penalties under PAGA pursuant to Labor Code section 2699, *et seq.*

14 13. Conversely, Andersen maintains that it has, and continues to have, legally compliant
15 employment policies and practices throughout the PAGA Period. Andersen does not admit that it ever
16 violated any provision of the California Labor Code, including, but not limited to, those sections for
17 which Plaintiff seeks civil penalties pursuant to PAGA. In particular, Andersen argued that:

- 18 (a) The noncompete clause (Paragraph 3) expressly exempts California residents from its
19 operative restrictions, so California employees faced no actual restriction on their ability
20 to seek alternative employment;
- 21 (b) The choice-of-law provision (Paragraph 9) was subject to the FAA-governed arbitration
22 clause, which would govern most employment disputes, and Andersen's principal places
23 of business are in Minnesota, making the Minnesota choice of law commercially
24 reasonable;
- 25 (c) The venue provision (Paragraph 13) only applies if the entire arbitration agreement is
26 ruled unenforceable, and even then contains a fallback forum clause that would place
27 venue in the state where the employee last worked—which, for California employees,
28 means California; and

1 (d) Any violations were at most technical, and a court would likely exercise its broad
2 discretion under Labor Code section 2699(e)(2) to severely reduce or eliminate PAGA
3 penalties given the absence of actual monetary harm to any employee.

4 14. Additionally, Andersen argued that PAGA penalties should not be stacked across
5 multiple provisions for the same pay period or contract, and that manageability concerns could prevent
6 full pursuit of the alleged claims because determining which employees were subject to which
7 provisions might require individualized inquiries.

8 15. My office carefully evaluated the strengths and weaknesses of Plaintiff's claims and the
9 significant risks of continued litigation. In particular, I considered the following risk factors:

10 (a) Novel Legal Theory: Plaintiff's claims arise under a relatively novel application of
11 PAGA to Employment Agreement provisions rather than traditional wage and hour
12 violations. My office is not aware of published case law directly addressing the specific
13 noncompete structure at issue here—one that expressly exempts California residents but
14 could arguably apply upon relocation out of state—creating meaningful uncertainty as to
15 whether it constitutes a violation at all.

16 (b) No Known Monetary Harm: There are no known monetary losses suffered by any PAGA
17 Member. Courts have broad discretion to reduce PAGA civil penalties under Labor Code
18 section 2699(e)(2) where penalties would otherwise be “unjust, arbitrary and oppressive,
19 or confiscatory,” and courts have exercised that discretion to dramatically reduce
20 penalties where employees suffered no actual harm. *See Cotter v. Lyft, Inc.*, 193
21 F.Supp.3d 1030, 1037 (N.D. Cal. 2016) (97.5% reduction from maximum); *Carrington*
22 *v. Starbucks Corp.*, 30 Cal.App.5th 504, 517–18 (2018) (affirming award of only \$5 per
23 pay period). The absence of any monetary harm to PAGA Members significantly
24 increases the risk of a substantial judicial reduction here.

25 (c) Penalty Calculation Methodology: While my office believes that PAGA penalties
26 attached upon entry into each allegedly unlawful Employment Agreement (rather than
27 on a per-pay-period basis), this methodology was subject to reasonable dispute by
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Andersen. If a court applied a per-pay-period calculation, maximum theoretical exposure would be higher, but that would also make any reduction award more likely.

(d) Subsequent Violation Rate: My office also recognized that some courts have interpreted Labor Code section 2699(f)(2) to impose the enhanced “subsequent violation” penalty only after an employer has been notified that its conduct violates the Labor Code. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1209 (2008). Andersen would have contested application of the higher penalty rate on this basis.

(e) Trial Risk: Trial is always uncertain, and a number of PAGA trials have resulted in defense verdicts. Settlement provides a guaranteed recovery to Plaintiff, the LWDA, and the PAGA Members, while eliminating these risks.

16. In addition to the monetary element of the Settlement Agreement, it is critical to emphasize that Andersen has agreed to work with its legal counsel to revise its Employment Agreements as a key component of this settlement. Specifically, as set forth in Section E(2) of the Settlement Agreement, such revisions will address the following challenged provisions:

(a) Paragraph 3 (Noncompete): Revised to eliminate any potential confusion and clarify that California employees are not subject to any noncompete restriction inconsistent with California law when seeking alternative employment in California, consistent with Business & Professions Code sections 16600 *et seq.*;

(b) Paragraph 9 (Choice of Law): Revised as appropriate to ensure that California employees who primarily reside and work in California are not deprived of the substantive protection of California law with respect to any employment controversy arising in California, consistent with Labor Code section 925;

(c) Paragraph 13 (Venue / Jury Trial Waiver): Revised to clarify that no jury trial waiver has occurred if the arbitration clause is ruled unenforceable, and that such claims by California employees would be subject to a California venue, consistent with Labor Code section 925; and

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(d) Paragraph 14 (Fee Shifting): Revised to ensure that any attorneys' fee awards are governed by existing applicable California law and that the Employment Agreement does not modify California's employee-protective fee-shifting statutes.

This remedial relief is a significant and meaningful component of this Settlement that directly benefits all current and future California employees of Andersen. A representative form of the original Employment Agreement subject to revision is attached as **Exhibit 3**.

17. Based on the foregoing, and after a thorough evaluation of the evidence, the applicable law, the potential outcomes of continued litigation, and the significant risks summarized above, I concluded that a Gross Settlement Amount of \$25,000.00 is a fair, just, and reasonable settlement of the PAGA claims for the PAGA Members. This common fund settlement constitutes approximately twenty-five percent (25%) of the estimated maximum PAGA civil penalty exposure of \$100,000 (without stacking), a meaningful recovery rate that I believed was appropriate based on: (i) the litigation risks described above; (ii) the absence of any known monetary harm to PAGA Members; (iii) Andersen's vigorous denial of liability and its facially compliant Employment Agreement structure (particularly the California carve-out in the noncompete provision); (iv) the delay in payment and additional costs associated with proceeding to trial; (v) the potential for substantial judicial reduction of penalties under Labor Code section 2699(e)(2); and (vi) the significant prospective value of the Employment Agreement revisions. This Settlement was reached through arm's-length negotiations via experienced counsel, with the assistance of a highly qualified mediator and after sufficient informal discovery. The Settlement should be deemed presumptively fair.

18. As set forth in the Settlement Agreement, the Gross Settlement Amount of \$25,000.00 shall be allocated as follows: (i) Five Thousand Dollars (\$5,000.00) for attorneys' fees (twenty percent (20%) of the Gross Settlement Amount); (ii) up to Two Thousand Five Hundred Dollars (\$2,500.00) for documented out-of-pocket litigation costs; (iii) up to One Thousand Dollars (\$1,000.00) as a Representative Enhancement Award to Plaintiff Chandon Petty; (iv) up to Seven Thousand Nine Hundred Ninety Dollars (\$7,990.00) for Settlement Administration Costs to Apex; and (v) the remaining Net Settlement Amount (estimated at \$8,510.00) shall be distributed as follows: \$6,382.50 (seventy-five percent (75%)) to the LWDA, and \$2,127.50 (twenty-five percent (25%)) to the approximately

1 1,000 PAGA Members on a per-employee headcount basis (estimated at approximately \$2.13 per PAGA
2 Member). *See* Settlement Agreement, §§ II(A)(12)–(15), II(B)(2), II(C)(13).

3 SETTLEMENT ADMINISTRATOR

4 19. The Parties have designated Apex Class Action Administration (“Apex”) as the
5 Settlement Administrator in this matter, subject to approval by the Court. Apex is a leading, experienced
6 class action and PAGA settlement administration firm. Apex’s services in this matter will include: case
7 and database setup; PAGA Member List processing and address verification using the National Change
8 of Address (NCOA) database; individual payment calculation and disbursement programming; notice
9 preparation, printing, and mailing to all PAGA Members; skip tracing and re-mailing of undeliverables;
10 creation and management of the Settlement Fund Account; check printing and mailing; federal and
11 California state tax reporting (including IRS Forms 1099-MISC as required by law); reconciliation of
12 uncashed checks; and final reporting and declaration to the Court upon completion of administration. A
13 true and correct copy of the Apex cost estimate, not to exceed \$7,990.00, is attached hereto as **Exhibit**
14 **2**.

15 LWDA NOTICE

16 20. Concurrently with the filing of this Motion, I have provided a copy of the Settlement
17 Agreement and this Motion to the LWDA in compliance with Labor Code section 2699(s)(2). I will file
18 a supplemental declaration confirming such submission upon completion.

19 LITIGATION COSTS

20 21. My firm and co-counsel took this matter on a pure contingency basis and therefore
21 assumed substantial risk, receiving no payment for fees or costs during the course of this litigation.
22 As to recoverable out-of-pocket litigation costs, the table below shows my firm has incurred over
23 \$12,000 in costs in this matter, of which we seek reimbursement of only a small portion thereof (\$2,500)
24 from the PAGA settlement:

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Date	Vendor / Description	Category	Amount
6/11/24	LWDA – PAGA Filing Fee	Filing Fee	\$75.00
9/24/24	Court Filing Service – File Complaint	Filing Fee	\$464.74
10/14/24	Court Filing Service- Post Complex Fees	Filing Fee	\$1,046.69
10/2/24	Serve Complaint on Defendants	Service Fee	\$114.29

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6/25/25	Signature Resolution / David Phillips, Esq. – Mediation Fee	Mediation Fee	\$10,750.00
9/19/25	Court Filing Service – File Request for Dismissal and Declaration	Filing Fee	\$17.72
1/14/26	Court Filing Service – File Amended Complaint (1/13/2026)	Filing Fee	\$18.84
		TOTAL	\$12,487.28

ATTORNEYS' FEES

22. Plaintiff's counsel is seeking attorneys' fees in the amount of \$5,000.00, which equates to twenty percent (20%) of the \$25,000.00 Gross Settlement Amount. This percentage is consistent with and within the range of fee awards routinely approved by California state and federal courts in PAGA and class action matters. My firm and co-counsel took this matter on a pure contingency basis, receiving no payment for fees or costs during the course of the litigation.

23. My firm and co-counsel spent significant time on this case, performing all work necessary to investigate, prosecute, and resolve Plaintiff's PAGA claims. The work performed included, without limitation: researching and preparing the initial PAGA Notice to the LWDA; investigating the legal theories applicable to each of the four challenged Employment Agreement provisions; engaging in informal discovery and reviewing Andersen's Employment Agreement forms and employee data; preparing a detailed mediation brief and participating in the full-day mediation with David Phillips, Esq.; negotiating and drafting the MOU; preparing the Amended LWDA Letter; drafting and filing the operative First Amended Complaint; negotiating and finalizing the Settlement Agreement; and preparing this motion for approval, the supporting declaration, and the proposed order, as well as all work necessary to bring this settlement to final approval and administer it through conclusion.

24. I have over 27 years of litigation experience since graduating from UCLA School of Law in 1999. Before founding Hardin Law Group, APC, I worked at several prominent firms, including Robinson, Calcagnie & Robinson (a leading plaintiffs' firm), Paul, Hastings, Janofsky & Walker, and Call, Jensen & Ferrell, where I was a shareholder. I have been lead counsel in many employment and business litigation matters in which I have recovered over \$120,000,000 in verdicts and settlements. Some of these results include the following:

- \$11,200,000 (class action employment lawsuit)

- \$10,000,000 (breach of contract and fraud)
- \$10,000,000 (fraud and unfair competition)
- \$8,750,000 (class action lawsuit – aggrieved employees)
- \$8,000,000 (shareholder/partnership dispute)
- \$2,500,000 (wrongful discrimination)
- \$2,150,000 (class action employment lawsuit)
- \$2,000,000 (wrongful termination)
- \$1,500,000 (wrongful termination)
- \$900,000 (Private Attorneys General Act)
- \$585,000 (Private Attorneys General Act)

25. My professional recognition includes, among other things:

- Named California SuperLawyers (2023–2026)
- Named Elite Lawyer (2023–2026)
- Named Best Law Firm and Best Lawyer (2018–2026)
- Named America’s Top High Stakes Litigator (2017–2026)
- Named Power Attorney, Orange Coast Magazine (2024)
- Member of the Million Dollar Advocates Forum and Multi-Million Dollar Advocates Forum (membership limited to attorneys who have won million and multi-million dollar verdicts and settlements; less than 1% of U.S. lawyers are members)
- Named 2018 Top 100 Lawyer by American Society for Legal Advocates
- Named 2017 Top 100 Lawyers by Distinguished Attorney Magazine
- Named 2017 Top 100 Employment Attorney in California by the National Advocates
- Named 2016 10 Best in Labor and Employment by the American Institute of Legal Counsel
- Named 2015 Labor and Employment Firm of the Year by Corporate Livewire
- Named 2014 Top Attorney by OC Metro Magazine

- Named “Rising Star” six times by SuperLawyers

26. I have published at least ten articles in major legal publications and authored “California Trade Secret Litigation, Practice Guide” (2015). A full list of my qualifications can be found at <http://www.hardinemploymentlaw.com/attorney-profile>.

27. My current billable rate for contingency fee employment matters is \$800 per hour. I have recently been approved at this rate as class counsel in the following matters: (i) *Smith v. Hoag Memorial Hospital et al.*, Orange County Superior Court, Case No. 30-2017-00952013-CU-OE-CXC (March 6, 2020); and (ii) *Cummings v. G6 Hospitality LLC et al.*, San Diego Superior Court, Case No. 37-2018-00056207-CU-OE-CTL (Sept. 14, 2020). In addition, I have been approved as class counsel at \$600 per hour by various courts, including: (i) *Gordon v. STK Westwood LLC, et al.*, Los Angeles Superior Court, Case No. BC602461 (Sept. 12, 2017); (ii) *Shelley v. Luxottica USA et al.*, Orange County Superior Court, Case No. 30-2018-00991973-CU-OE-CXC (July 19, 2019); and (iii) *Rivera v. Bio-Engineered Supplements & Nutrition, Inc.*, Case No. SACV07-1306 JVS (RNBx) (C.D. Cal. Nov. 11, 2009). I have also been approved as PAGA representative counsel in other matters, including in *Diaz v. Prime Healthcare Services – San Dimas, LLC*, Los Angeles Superior Court, Case No. 18STCV00157 (Hon. Gloria White-Brown, Feb. 25, 2020), in which the Court approved a \$563,000 PAGA settlement and Hardin Law Group’s role as PAGA representative counsel.

28. Plaintiff’s counsel, my firm and former co-counsel Ward Lott, devoted considerable time and resources to prosecuting this matter on a pure contingency basis. Mr. Lott served as co-counsel during the active litigation and settlement phases of this matter through a separate firm and is no longer involved in this case. A summary of Plaintiff’s counsel’s attorney tasks and time is attached hereto as **Exhibit 4**, reflecting 93.75 hours collectively (11.75 hours by me and 82.0 hours by Mr. Lott) devoted to this matter through the date of this Declaration. Using only my own documented 11.75 hours at my hourly rate of \$800.00, my firm’s lodestar for this matter alone is \$9,400.00 — already in excess of the requested PAGA fee award of \$5,000.00. The combined time devoted by Plaintiff’s counsel, and the resulting lodestar, greatly exceeds the modest \$5,000.00 fee being sought from this PAGA settlement. My firm anticipates dedicating approximately 5–10 additional attorney hours through final approval and the life of this litigation, including preparing any supplemental papers, attending the approval hearing,

1 and related work pertaining to the implementation of the Settlement. Plaintiff's counsel therefore has
2 more than ample lodestar to support the modest fee request, and is not seeking any multiplier or
3 enhancement.

4 **REPRESENTATIVE ENHANCEMENT AWARD**

5 29. Plaintiff Chandon Petty is seeking a Representative Enhancement Award of \$1,000.00
6 in recognition of his service as the PAGA representative in this action. This amount is within the range
7 Andersen has agreed not to oppose. Plaintiff assisted Plaintiff's counsel in the investigation of the
8 claims, provided information regarding Andersen's Employment Agreement provisions and his
9 employment history, participated in the June 25, 2025 mediation, made himself available throughout
10 the litigation to assist in the prosecution of this action, and bore the personal and professional risk of
11 initiating this enforcement action on behalf of the State of California and the PAGA Members. The
12 requested enhancement is modest and reasonable in light of Plaintiff's contributions.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct, and that this declaration was executed on May 21, 2026, at Newport Beach, California.

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17 James B. Hardin
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EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE**

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Chandon Petty (“Plaintiff”), on behalf of himself, the State of California, and all allegedly aggrieved employees (referred to herein as the “PAGA Members”), and Defendants Renewal by Andersen LLC (“Renewal”), Weiland Sliding Doors and Windows, Andersen Windows, Inc., Andersen Logistics Sacramento, LLC, Andersen Distribution, Inc., Andersen Corporation, and rFinance Company (collectively “Defendants”) (Plaintiff and Defendants are collectively the “Parties”), subject to the approval of the Court, that the settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions.

I. RECITALS

WHEREAS, on June 11, 2024, Plaintiff notified the California Labor Workforce Development Agency (“LWDA”) of his intent to file an action against Renewal under California’s Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“PAGA”) (the “LWDA Letter”). Plaintiff allowed the LWDA an opportunity to investigate his claims as required by the Labor Code, and the LWDA opted not to do so;

WHEREAS, on September 19, 2024, Plaintiff filed a PAGA representative lawsuit in Orange County Superior Court, Case No. 30-2024-01426932;

WHEREAS, the Parties participated in a private mediation with David Phillips, Esq., on June 25, 2025, and reached a tentative settlement;

WHEREAS, the Parties executed a short-form Memorandum of Understanding (“MOU”) setting forth the basic terms of this settlement on or about July 25, 2025;

WHEREAS, during the course of the Action, and in preparation for private mediation, the Parties have engaged in informal discovery (and agree to meet and confer regarding additional informal or formal discovery to effectuate this Settlement Agreement, if the need arises to support a motion for approval), including without limitation the exchange of information and documents sufficient to ascertain (a) the putative aggrieved employees for purposes of administration of this putative PAGA settlement, (b) exemplars of the employee agreements at issue in this putative PAGA settlement and (c) the related employers potentially responsible for the alleged Labor Code violations at issue in this putative PAGA settlement;

WHEREAS, pursuant to the terms of the Parties’ settlement and their MOU, Plaintiff submitted an amended letter to the LWDA asserting additional claims on September 10, 2025 (the “Amended LWDA Letter”) and filed a corresponding amended complaint on January 13, 2026 (the Operative Complaint, as defined below);

WHEREAS, the Parties desire to settle, compromise, and avoid litigation relating to the claims described in the Action, and have agreed to settle the Action upon the terms and conditions and for the consideration set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

II. SETTLEMENT TERMS

A. Definitions

1. “Action” means the case entitled *Chandon Petty v. Renewal by Andersen LLC, et al.*, Orange County Superior Court Case No. 30-2024-01426932, and the Operative Complaint in that matter.

2. “Aggrieved Employee Settlement Fund” means twenty-five percent (25%) of the Net Settlement Amount. Individual Settlement Payments to PAGA Members will be made from the Aggrieved Employee Settlement Fund.

3. “Agreement” or “Settlement Agreement” shall mean this Private Attorneys General Act Settlement Agreement and Release.

4. “Attorneys’ Fees” means such attorneys’ fees as the Court may award to Plaintiff’s Counsel for the services they have rendered and will render to the PAGA Cohort Members in the Action, and which shall not exceed twenty percent (20%) of the Gross Settlement Amount.

5. “Attorneys’ Costs” means such litigation costs as the Court may award to Plaintiff’s Counsel for the actual costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which are not expected to exceed Two Thousand Five Hundred Dollars and No Cents (\$2,500.00).

6. “Court” shall mean the Orange County Superior Court, where the Action is venued, and specifically the Hon. David A. Hoffer, or such other judge as (a) may be assigned to the Action or (b) may sit in his stead.

7. “Defense Counsel” or “Defendants’ Counsel” mean Alaya B. Meyers and Ian G. Robertson of Littler Mendelson, P.C.

8. “Effective Date” means the date this Settlement is approved and the Court’s order granting Settlement Approval and entry of Final Judgment becomes final and is no longer appealable. For purposes of this Settlement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement is affirmed. In the event that: (i) the Court does not approve the Settlement; or (ii) the Effective Date does not occur for any other reason, then this Settlement

Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendants will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding.

9. “Employment Agreement” or “Employment Agreements” means the Employment Agreement entered into by and between PAGA Members and the respective Defendants that are the subject of the Action.

10. “Final Judgment” means the order entered by the Court granting the entry of judgment in this Action and retaining jurisdiction only as set forth in Paragraph C(4) below.

11. “Funding Date” means the date that is ten (10) calendar days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

12. “Gross Settlement Amount” means the amount of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) that Defendants will pay if the Court approves this Settlement and the Effective Date occurs. The Gross Settlement Amount will fund: (a) the Aggrieved Employee Settlement Fund; (b) the LWDA Payment; (c) the award of Attorneys’ Fees to Plaintiff’s Counsel; (d) the award of Attorneys’ Costs to Plaintiff’s Counsel; (e) the Representative Enhancement Award to Plaintiff; and (e) the Settlement Administration Costs. Other than as set forth in Paragraph E(1), below, under no circumstances will Defendants be required to pay more than the Gross Settlement Amount in order to settle the Action. In no event will any money revert to Defendants.

13. “Individual Settlement Payment” means the portion of the Aggrieved Employee Settlement Fund allocated to each PAGA Member, as calculated pursuant to Paragraph C(13) below. One hundred percent (100%) of the Individual Settlement Payments made to PAGA Members shall be deemed miscellaneous income for which a Form 1099-MISC will be issued.

14. “LWDA Payment” means seventy-five percent (75%) of the Net Settlement Amount. The LWDA Payment will be issued to the LWDA.

15. “Net Settlement Amount” means the Gross Settlement Amount minus the Attorneys’ Fees, Attorneys’ Costs, Representative Enhancement Award, and Settlement Administration Costs. Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA and twenty-five percent (25%) will be distributed to PAGA Members.

16. “Notice” means the form of notice that will be sent to each PAGA Member accompanying their Individual Settlement Payments, which shall be substantially in the form attached hereto as **Exhibit A**.

17. “Operative Complaint” means the operative, amended complaint filed by Plaintiff in this matter on January 13, 2026.

18. “PAGA Members” means: all current and former employees of Defendants, both exempt and non-exempt, who worked in the State of California during the PAGA Period.

19. “PAGA Member List” means the list of full names, most recent mailing addresses, most recent telephone numbers (if known), and Social Security numbers for all PAGA Members, which Defendants will diligently and in good faith compile from their records.

20. “PAGA Period” means the period from June 11, 2023 through the earlier of (a) the date of execution of this Agreement or (b) August 29, 2025.

21. “Plaintiff’s Counsel” means James B. Hardin of Hardin Law Group, APC.

22. “Release” means Plaintiff’s agreement, in consideration of Defendants’ promises and agreements as set forth herein, to fully release and discharge the Released Parties from any and all Released Claims.

23. “Released Claims” means all claims for civil penalties under PAGA as alleged in the Operative Complaint and the Amended LWDA Letter, that accrue through the date the Court enters its order approving this Settlement. This includes, without limitation: (A) claims under Cal. Labor Code §§ 432.5, 925, and 2699(g) and Cal. Business & Professions Code §§ 16600 and 16600.1 for illegal noncompete provisions, illegal choice of law and choice of venue provisions, illegal term or condition of employment, and illegal fee shifting; (B) all claims that Defendants are liable for the attorneys’ fees and costs incurred in the prosecution of this Action on behalf of the PAGA Members; (C) all claims that Defendants are liable for any other remedies, penalties, or interest based on the facts alleged in the Action; and (D) all claims that Plaintiff and/or the PAGA Members may have against the Released Parties relating to the payment, taxation, and allocation of attorneys’ fees and costs to Plaintiff’s Counsel pursuant to this Settlement Agreement. The period of the release shall extend to the limits of the PAGA Period. The *res judicata* effect of the judgment will be the same as that of the Release. Other than Plaintiff (who has agreed to release individual claims against Defendants as provided in Section D), “Released Claims” does not include a release of individual claims the PAGA Members may have against the Released Parties. However, “Released Claims” does include a release of all individual PAGA claims (as defined above in this paragraph) the PAGA Members have against the Released Parties.

24. “Released Parties” means Defendants and their affiliated companies, owners, parents, members, subsidiaries, related companies and business concerns, past and present, including successors and predecessors, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them.

25. “Representative Enhancement Award” means such compensation as the Court may award to Plaintiff for his efforts during the Action, which shall not exceed One Thousand Dollars and No Cents (\$1,000.00).

26. “Settlement Administrator” means Apex Class Action Administration (“Apex”), the third-party settlement administrator agreed upon by the Parties and appointed by the Court for the purposes of administering this Settlement. The Parties each represent that they have selected a Settlement Administrator that they do not have any financial interest in or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

27. “Settlement Administration Costs” means the amount from the Gross Settlement Amount which shall be allocated, subject to the Court’s approval, to the Settlement Administrator for services rendered in administering the Settlement, and which shall not exceed Seven Thousand Nine Hundred Ninety Dollars and No Cents (\$7,990.00).

28. “Settlement Approval” means the settlement approval order and Final Judgment that will be entered by the Court.

29. “Settlement Fund Account” means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

30. “Void Date” means the 181st day after issuance of Individual Settlement Payment checks to PAGA Members, upon which the Individual Settlement Payment checks will no longer be valid and negotiable.

B. Consideration

1. No Admission of Liability. Defendants have contended and continue to contend that the allegations in the Action have no merit and do not give rise to liability. Defendants specifically deny all of the allegations in the Action. This Settlement Agreement is a compromise of disputed claims. Nothing contained in this Settlement Agreement, no documents referred to herein, and no action taken to carry out the terms of this Settlement Agreement may be construed or used as an admission by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

2. Monetary Settlement Components. Provided that the Court approves the settlement as set forth in this Agreement and the Effective Date occurs, Defendants will pay the Gross Settlement Amount. Defendants will deposit the Gross Settlement Amount into the Settlement Fund Account, which shall be administered by the Settlement Administrator. All amounts to be paid pursuant to this Settlement Agreement shall be paid out of the Settlement Fund Account.

- a. Attorneys’ Fees. In full satisfaction of all claims Plaintiff or Plaintiff’s Counsel may have for attorney’s fees arising out of the Action, the Parties agree that Plaintiff’s Counsel will ask the Court for an amount not to exceed twenty percent (20%) of the Gross Settlement Amount. Defendants will not oppose a request made by Plaintiff for an award of Attorneys’ Fees within this amount. The Attorneys’ Fees to be awarded to Plaintiff is subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorneys’ Fees not awarded to Plaintiff’s

Counsel will be added to the Net Settlement Amount. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of Attorneys' Fees identified herein is not awarded by the Court. However, Plaintiff's Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Fees.

- b. Attorneys' Costs. In full satisfaction of all claims Plaintiff or Plaintiff's Counsel may have for litigation costs and expenses arising out of the Action, the Parties agree that Plaintiff's Counsel will ask the Court for an amount not to exceed Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) from the Gross Settlement Amount as Attorneys' Costs. Defendants will not oppose a request made by Plaintiff for an award of Attorneys' Costs within this amount. The Attorneys' Costs to be awarded to Plaintiff is subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorneys' Costs not awarded to Plaintiff's Counsel will be added to the Net Settlement Amount. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of Attorneys' Costs identified herein is not awarded by the Court. However, Plaintiff's Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Costs.
- c. Representative Enhancement Award. Plaintiff may request an award not to exceed One Thousand Dollars and No Cents (\$1,000.00) as a Representative Enhancement Award that will be paid from the Gross Settlement Amount. Defendants will not oppose a request by Plaintiff for a Representative Enhancement Award that is within this amount. The Representative Enhancement Award is in addition to the payment that Plaintiff is entitled to from the Net Settlement Amount. Any portion of the Representative Enhancement Award not awarded to Plaintiff will be added to the Net Settlement Amount. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of the Representative Enhancement Award identified herein is not awarded by the Court. The Representative Enhancement Award shall not be subject to tax withholding and Plaintiff will receive an IRS Form 1099 for that payment.
- d. Settlement Administration Costs. A maximum of Seven Thousand Nine Hundred Ninety Dollars and No Cents (\$7,990.00) from the Gross Settlement Amount will be allocated and paid to the Settlement Administrator. The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Settlement Administration Costs identified herein not ordered paid to the Settlement Administrator will be added to the Net Settlement Amount.

- e. Net Settlement Amount. Seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the PAGA Complaint in the Action with respect to PAGA Members. The remaining twenty-five percent (25%) of the Net Settlement Amount will be paid to all PAGA Members pursuant to the calculation method set forth in Section C(13), below.

3. PAGA Members' Release. Upon the Effective Date, Plaintiff, on behalf of all PAGA Members, and the State of California will release the Released Parties from the Released Claims during the PAGA Period. PAGA Members may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, PAGA Members shall be deemed to have, and by operation of the Settlement Approval shall have, fully, finally, and forever settled and released any and all of the Released Claims during the PAGA Period, without regard to the subsequent discovery or existence of such different or additional facts. PAGA Members agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims during the PAGA Period. It is the intent of the Parties that the Settlement approval order and Final Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Members regarding the Released Claims during the PAGA Period.

C. Settlement Administration Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement, Plaintiff will promptly request a hearing before the Court to seek approval of the Settlement on a date mutually available to Defendants. In conjunction with such hearing, Plaintiff's Counsel will present this Settlement Agreement to the Court with a written motion for an order (a) approving and incorporating by reference the terms and conditions of the Settlement Agreement, (b) retaining jurisdiction over the parties under Code of Civil Procedure Section 664.4 to enforce the Settlement Agreement, and (c) dismissing the entire Action with prejudice. Plaintiff's Counsel will be primarily responsible for drafting all documents necessary to obtain the above order and shall provide drafts of such documents for review by Defendants' counsel reasonably in advance to the filing of same. Defendants will not oppose Plaintiff's motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

2. No Right of PAGA Member to Object or Opt-Out. The Parties agree there is no statutory right for any PAGA Member to object, opt out or otherwise exclude himself or herself from the Settlement. Nor is there any right for any PAGA Member to dispute the value of the Individual Settlement Payment provided to them under this Settlement. Except as otherwise stated, Plaintiff will vigorously defend against any attempt by any PAGA Member or by any entity or agency to intervene in this matter or object to/opt-out of this settlement. The Parties further agree there is no right or opportunity for any PAGA Member to appeal the approval of the Settlement by the Court. The Parties will jointly defend against any appeal taken by any PAGA Member of the Court's approval of the Settlement.

3. LWDA Notice. Pursuant to California Labor Code § 2699(I)(2), Plaintiff's Counsel will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval. Plaintiff's Counsel will also file a declaration in support of the motion for Settlement Approval confirming that they have submitted the Settlement to the LWDA in compliance with Labor Code § 2699(I)(2). Pursuant to California Labor Code § 2699(I)(3), a copy of the Court's judgment and any other order issued in connection with this Settlement Agreement shall be submitted by Plaintiff to the LWDA within ten (10) calendar days after entry of the judgment or order.

4. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of Final Judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

5. Settlement Administrator. The Parties will retain Apex as the Settlement Administrator, subject to approval by the Court, to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Settlement Payments; preparing, printing, and mailing the Individual Settlement Checks and accompanying Notice to PAGA Members; disbursing payment of Attorney's Fees and Attorney's Costs to Plaintiff's Counsel; disbursing the Representative Enhancement Payment to Plaintiff; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the Net Settlement Amount; printing and providing PAGA Members, Plaintiff, and Plaintiff's Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiff, the LWDA, Plaintiff's counsel or any PAGA Member unless and until the Settlement Administrator receives approval by the Parties to do so. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

6. PAGA Member List. On or before the Effective Date, Defendants will provide the Settlement Administrator with the PAGA Member List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA Members' sensitive personal information is included in the PAGA Member List, the Settlement Administrator shall maintain the PAGA Member List securely and in confidence, maintaining the strictest standards of data privacy. Access to the PAGA Member List shall be limited to employees of the Settlement Administrator with a need to use the PAGA Member List for administration of this Settlement. The Settlement Administrator shall

permanently delete and destroy all electronic and hard copies of the PAGA Member List in its possession once settlement administration is concluded.

7. Funding of the Settlement. On or before the Funding Date, Defendants shall fund the Settlement by depositing the Gross Settlement Amount into the Settlement Fund Account to be established by the Settlement Administrator.

8. Payment of Attorneys' Fees and Attorneys' Costs. Within ten (10) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorneys' Fees and Attorneys' Costs to Plaintiff's Counsel. Plaintiff's Counsel agrees to provide the Settlement Administrator with an executed IRS Form W-9 before payments for Attorneys' Fees and Attorneys' Costs are issued. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the payments made pursuant to this Paragraph. Defendants' payment of the Attorneys' Fees and Attorneys' Costs to Plaintiff's Counsel shall constitute full satisfaction of the obligation to pay any and all attorney's fees, expenses, and/or costs pertaining to the Action or the settlement of the Action as set forth in this Settlement Agreement.

9. Payment of Representative Enhancement Award. Within ten (10) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Representative Enhancement Award to Plaintiff.

10. Settlement Administration Costs. Within ten (10) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

11. Payment to LWDA. Within ten (10) calendar days following the Funding Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the Net Settlement Amount.

12. Individual Settlement Payments. Within ten (10) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual Settlement Payments to the PAGA Members' last known mailing address. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Member involved, and will then perform a single re-mailing. Any check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Members shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. Within fourteen (14) calendar days after the Void Date, any unclaimed funds in the Settlement Fund Account as a result of the failure to cash Individual Settlement Payment checks prior to the Void Date shall be paid by the Settlement Administrator to the LWDA.

13. Calculation of Individual Settlement Payments. All PAGA Members will receive an Individual Settlement Payment. Because (a) calculation of pay periods worked by PAGA Members would be time-consuming and unnecessary and (b) Defendants' position is that each of Plaintiff's and the PAGA Members' claims as alleged in the Action only occurred as of the date/pay period that PAGA Members entered into their Employment Agreements that are the subject of this settlement,¹ Individual Settlement Payments will be calculated on a per-employee basis – *i.e.*, each PAGA Member will receive the same payment from the NSA and calculations will be based upon headcount, not pay periods.

14. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be allocated to miscellaneous income for which an IRS Form 1099-MISC will issue, if required by law.

15. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, PAGA Members, and Plaintiff's Counsel, IRS Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all penalties to the appropriate government authorities.

16. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Plaintiff's Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

D. Plaintiff's Release of Claims

1. Release. In consideration for his Representative Enhancement Award, Plaintiff, on behalf of himself and any and all representatives, executors, successors, and assigns, hereby knowingly and voluntarily releases, acquits, and forever discharges the Released Parties from all claims of any nature whatsoever which Plaintiff now has or asserts to have, or which Plaintiff at any time heretofore had, or asserted to have against the Released Parties arising out of or in any way related to any acts, circumstances, facts, transactions, omissions, or other subject matters based on facts occurring prior to the date the Parties execute this Agreement.

This release includes, but is not limited to, the Action and any and all claims concerning any aspect of Plaintiff's employment with or termination from Renewal. The term "claims" includes any claim or cause of action, regardless of the forum in which it may be brought, and includes, but is not limited to, any alleged breach of express or implied contract, breach of the covenant of good faith and fair dealing, breach of any obligation arising out of any law or public policy of the United States of America, the State of California or any other governmental entity, discrimination or harassment on the basis of race, sex, sexual preference, age, national origin, religion, medical condition, disability, marital status, sexual orientation, or otherwise (including but not limited to claims under the Civil Rights Acts of 1866, 1964 and 1991, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the California Fair Employment and Housing Act, any amendments to the foregoing, or any other federal, state, county or local law, ordinance, regulation or order

¹ See, e.g., *Brown v. Dow Chemical Co.*, 2019 U.S. Dist. LEXIS 55991 (N.D. Cal. Apr. 1, 2019).

relating to employment), loss of wages, expenses and benefits, claims under the California Labor Code, intentional or negligent infliction of emotional distress, fraud, misrepresentation, defamation, interference with contract or other interests, or any other claims or causes of action for damages of any nature, including without limitation, actual, compensatory, punitive, and liquidated damages, penalties, and attorneys' fees, costs and expenses. Plaintiff also waives and releases to the maximum extent allowed by law all monetary and other relief that may be sought on Plaintiff's behalf by other persons or agencies. However, notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any right that is not subject to waiver by agreement including, without limitation, any claims arising under state workers' compensation law, with the exception of any claim for discrimination, retaliation and/or the recovery of benefits under California Labor Code section 132a, any and all of which are expressly released and waived by this Agreement. Nor shall anything in this Agreement affect the rights and responsibilities of the Equal Employment Opportunity Commission ("EEOC") or Department of Fair Employment and Housing ("DFEH") to enforce the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, California Fair Employment and Housing Act or any other applicable law, nor shall anything in this Agreement be construed as a basis for interfering with Plaintiff's protected right to file a timely charge with, or participate in an investigation or proceeding conducted by the EEOC or DFEH, or any other state, federal or local government entity; provided, however, if the EEOC, DFEH, or any other state, federal or local government entity commences an investigation on Plaintiff's behalf, Plaintiff specifically waives and releases his right, if any, to recover any monetary or other benefits of any sort whatsoever arising from any such investigation or otherwise. Additionally, nothing in this Agreement shall waive or restrict Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged sexual harassment, where Plaintiff has been required or requested to attend the proceeding pursuant to a court order, subpoena, or formal written request from an administrative agency or the state legislature.

2. Civil Code Section 1542 Waiver. Subject to the exclusions set forth in this Agreement, Plaintiff expressly waives all individual and/or collective rights, if any, whether or not set forth in this Agreement, notwithstanding section 1542 of the California Civil Code, which section Plaintiff has read and which section Plaintiff fully understands. Section 1542 provides as follows:

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.

This waiver is not a mere recital, but is a knowing waiver of rights and benefits. This is a bargained-for provision of this Agreement and is further consideration for the covenants and conditions contained herein.

3. Non-Disparagement. As a material term and condition of the Representative Enhancement Award, except as set forth in California Civil Code section 1670.11 and Code of Civil Procedure section 1001, Plaintiff shall not make any negative or disparaging remarks or comments about Defendants or any of the Released Parties to any person or entity relating to the character, professionalism, reputation or abilities of Defendants, any of the Released Parties, or

that otherwise are derogatory of Defendants or any of the Released Parties, either verbally or in writing, including on any social media.

E. Miscellaneous Provisions

1. Escalator Clause. At the time of mediation, Defendants estimated that there were 1,000 PAGA Members. Should the number of PAGA Members exceed 1,000 by more than ten percent (10%), then the GSA shall increase on a *pro rata* basis for every percentage over ten percent (10%). (By way of example, an increase in the number of PAGA Members by fifteen percent (15%) shall result in a five percent (5%) *pro rata* increase in the GSA.) To the extent that the GSA is increased pursuant to this clause, Plaintiff's attorneys' fees will increase proportionally, as set forth in Paragraph 9(a). At their discretion, Defendants may instead exercise the option to end the PAGA Period as of the date that the number of PAGA Members reaches 1,100.

2. Remedial Measures. As part of this settlement, Defendants have expressly agreed to work with its counsel to revise all relevant Employment Agreements, as appropriate, and to otherwise take any appropriate remedial measure based on the nature of the claims in the Action. Such remedial measures shall include revisions to Defendants' Employment Agreements to clarify that California employees who primarily reside and work in California (a) can seek alternative employment consistent with California laws and policy; (b) are not required to adjudicate employment disputes arising in California outside of this State; (c) may not be deprived of the substantive protection of California laws with respect to any employment controversy arising in California including any applicable fee shifting statutes; and (d) do not waive any right to a jury trial pertaining to any employment dispute if an arbitration clause is ruled unenforceable.

3. No Effect on Employee Benefits. Amounts paid to Plaintiff and other PAGA Members pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendants, if applicable.

4. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard.

5. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS

AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT. Defendants, Defendants' Counsel, Plaintiff, and Plaintiff's Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and PAGA Members are not relying on any statement, representation, or calculation by Defendants, Defendants' Counsel, or by the Settlement Administrator in this regard. Plaintiff and PAGA Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

6. Plaintiff Solely Responsible. Plaintiff understands and agrees that he will be solely responsible for the payment of any taxes and penalties assessed on the Representative Enhancement Award and will hold Defendants, Defendants' Counsel, the Released Parties, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

7. No Prior Assignments. The Parties and their counsel represent, covenant, 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 herein released and discharged.

8. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

9. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits. This Settlement Agreement replaces and supersedes the MOU.

10. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

11. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such

Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendants represent and warrant that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendants. Plaintiff represents and warrant that he is authorized to sign this Settlement Agreement and that he has not assigned any claim covered by this Settlement to a third party.

12. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

13. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

14. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

15. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, scanned, and e-mailed copies of the signature page, will be deemed to be one and the same instrument. Additionally, the Agreement may electronically signed, including by DocuSign, pursuant to California Civil Code section 1633.7.

16. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Settlement.

17. Waiver of Certain Appeals. In the event the Court grants Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement except as to the right to appeal Attorneys' Fees and/or Costs in the event it is not approved as described above.

18. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

19. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

20. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on the Agreement.

21. Re-Negotiation, Cooperation, and Execution of Necessary Documents. It is expressly agreed that, in the even the Court declines to grant approval of the settlement, the Parties will act in good faith to re-negotiate the terms of the settlement as needed, with the assistance of mediator David Phillips, Esq. It is further agreed that all Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of David Phillips, Esq., to resolve such disagreement.

22. Publicity. The Parties agree that Plaintiff will not communicate the fact of, or the terms of, this Settlement to members of the press, including to Verdicts and Settlements. The Parties and their attorneys also agree not to publish the fact of, or terms of, this Settlement or any related information on their website, for advertising purposes and/or in publication materials generally available to the public.

It is hereby agreed.

(Signatures on following pages.)

Dated: 3/11/2026

Signed by:

Chandon Petty

Chandon Petty

On his own behalf, on behalf of alleged
Aggrieved Employees, and as representative
of the State of California

RENEWAL BY ANDERSEN LLC

Dated: 3/19/2026

Andrea J. Nordaune
By: Andrea J. Nordaune
Its: SVP & Corporate Secretary

**WEILAND SLIDING DOORS AND
WINDOWS**

Dated: 3/19/2026

Andrea J. Nordaune
By: Andrea J. Nordaune
Its: SVP & Corporate Secretary

ANDERSEN WINDOWS, INC.

Dated: 3/19/2026

Andrea J. Nordaune
By: Andrea J. Nordaune
Its: SVP & Corporate Secretary

**ANDERSEN LOGISTICS
SACRAMENTO, LLC**

Dated: 3/19/2026

Andrea J. Nordaune
By: Andrea J. Nordaune
Its: SVP & Corporate Secretary

ANDERSEN DISTRIBUTION, INC.

Dated: 3/19/2026

Andrea J. Nordaune
By: Andrea J. Nordaune
Its: SVP & Corporate Secretary

Dated: 3/19/2026

ANDERSEN CORPORATION

Andrea J. Nordaune

By: Andrea J. Nordaune

Its: SVP, Chief legal officer and
Corporate Secretary

REFINANCE COMPANY

Dated: 3/19/2026

Andrea J. Nordaune

By: Andrea J. Nordaune

Its: SVP & Corporate Secretary

EXHIBIT 2



Quotation Request:
Alaya B Meyers
Littler (Irvine)
AMeyers@littler.com

Case Name: Chandon Petty v. Renewal by Andersen
Date: Friday, November 7, 2025
RFP Number:

Prepared By:
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Settlement Specifications	
Number of Aggrieved Employees	1,200
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00
Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00
Sub Total:				\$760.00
Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$400.00	1	\$400.00
NCOA Address Update (USPS)	Static Rate	\$120.00	1	\$120.00
Certified Language Translation: Spanish	Static Rate	\$500.00	1	\$500.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	WAIVED
Settlement Status Reports	Static Rate	\$750.00	1	WAIVED
Sub Total:				\$1,140.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.00	1,200	\$1,200.00
USPS First Class Postage	Per Piece	\$0.71	1,200	\$852.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	120	\$180.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Sub Total:				\$4,862.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$710.00

WILL NOT EXCEED:			\$7,990.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the party's concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 3



EMPLOYMENT AGREEMENT

I wish to accept or continue my employment with the Company. I agree to the following terms and conditions in exchange for receiving compensation and benefits for my services and access to the Company's Confidential Information. Certain capitalized terms used in this Employment Agreement are defined in paragraph 6 below.

1. **Performance of Duties; Compliance with Policies and Procedures.** I will dedicate my working hours and use my best efforts to perform the duties assigned to me. I will comply with applicable policies and procedures, including the Company's Code of Ethical Business Conduct. It is my responsibility to keep informed of the most current policies and procedures. I am not bound by an employment agreement or other obligation to any former employer or other third party that would be violated by my employment with the Company.
2. **Promise to Protect Confidential Information.** My employment will provide access to Confidential Information. Unauthorized use or disclosure of that information will damage the Company. I will never, during or after my employment, use or disclose Confidential Information, unless authorized by the Company in writing or compelled by law (such as by a court order or valid subpoena). I may, however, make a good faith report to a proper governmental authority if I have a reasonable belief of a violation of law. I will give the Company's chief legal officer as much advance written notice as possible under the circumstances, unless giving notice is itself prohibited by law. I will, during or after my employment, cooperate with the Company in any legal proceeding to protect Confidential Information. If, at any time, I learn of anyone's unauthorized use or disclosure of Confidential Information, I will immediately notify the Company's chief legal officer. I will not, unless authorized, disclose to the Company or use in the performance of my duties any confidential information of a third party.
3. **Promises Not to Compete.** During my employment and for twelve (12) months after the termination of my employment ("the Restricted Period") (whatever the cause or reason), I will not, within the Territory, do any of the following:
 - a. Work for or Support a Competing Business or a Covered Customer or Vendor;
 - b. Sell any Competing Product or Service;
 - c. Induce or encourage a Covered Customer or Vendor to reduce, cancel or discontinue its business with the Company, or in any other manner modify or change its existing or potential business relationship with the Company; or,
 - d. Recruit Company Personnel.

I also agree that, wherever I reside, before I accept employment with a new employer during the Restricted Period, I will inform my new employer of this Employment Agreement, provide my new employer a copy of this Employment Agreement and inform the Company of the identity of my new employer. While I reside in California, Nebraska, North Dakota or Oklahoma, subparagraphs 3(a), 3(b), and 3(c) will not apply to me.

4. **Inventions.** I agree all Company Inventions and Intellectual Property are and will be the Company's exclusive property and I will promptly inform the Company's legal department, in writing, of all Company Inventions and Intellectual Property conceived, created, discovered or developed by me in the future, alone or with others, during and outside of working hours. I agree to assign and do assign to the Company or its designee, all rights, title and interest to all Company Inventions and Intellectual Property, without further consideration. During and after my employment, I will do everything reasonably necessary to secure for the Company the complete benefit of and

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rights to Company Inventions and Intellectual Property. Nothing in this Employment Agreement diminishes or eliminates any rights the Company would have in Company Inventions and Intellectual Property made by me as "works made for hire" absent this Employment Agreement. I have disclosed to the Company, in writing, all of my prior Inventions.

5. **MUTUAL AGREEMENT TO RESOLVE CLAIMS THROUGH ARBITRATION ("Agreement to Arbitrate")**. The Company and I mutually agree all Claims (unless specifically excluded below) will be decided only by an arbitrator through arbitration and not by a judge or jury.
 - a. **FAA Governs**. This Agreement to Arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("**FAA**") and evidences a transaction involving commerce. The mutual promises by the Company and me to arbitrate any Claim covered by this Agreement to Arbitrate provide the consideration necessary to support this Agreement to Arbitrate.
 - b. **Claims Subject to Arbitration**. This Agreement to Arbitrate applies to any Claim that the Company may have against me or that I may have against the Company or its officers, directors, members, shareholders, employees, agents, benefit plans, plan sponsors, fiduciaries, administrators, attorneys or a Covered Customer or Vendor. Additionally, the arbitrator, and not any federal, state or local court or agency, will have the exclusive authority to resolve any question or dispute relating to the interpretation, applicability, enforceability or formation of this Employment Agreement and this Agreement to Arbitrate. However, the preceding sentence will not apply to the "Class Action Waiver" below.
 - c. **Claims Excluded from Arbitration**. This Agreement to Arbitrate does not apply to any Claim that an applicable federal statute or executive order expressly states cannot be arbitrated. Either the Company or I may apply to a court of competent jurisdiction for equitable relief, including temporary or preliminary injunctive relief, in connection with a Claim that is subject to arbitration; provided, however, that all determinations on the merits and all determinations of final relief will be decided in arbitration. This Agreement to Arbitrate does not prevent making a report to or filing a complaint or charge with a government agency, including the U.S. Equal Employment Opportunity Commission, U.S. Department of Labor or National Labor Relations Board. Nothing in this Employment Agreement prevents the investigation by a government agency of any report, complaint or charge otherwise covered by this Agreement to Arbitrate. This Agreement to Arbitrate does not prevent a government agency from deciding Claims and awarding remedies based on those Claims, even if the Claims would otherwise be covered by this Agreement to Arbitrate.
 - d. **Specific Performance**. In the event that I fail to comply fully with any of the terms, provisions or conditions of this Employment Agreement, including Paragraph 3 above, the Company shall be entitled to equitable relief against me by way of injunction with or without first filing an arbitration. During any lawsuit to obtain equitable relief and/or during any arbitration, the Company and I shall continue to perform our respective obligations under this Employment Agreement in full, including my obligations under Paragraph 3 above. I consent to a Minnesota court's personal jurisdiction and waive any objections regarding a Minnesota court's jurisdiction.
 - e. **No Proof of Irreparable Injury; Waiver; No Decision on Merits**. In any proceeding by the Company for equitable relief, I specifically waive any requirement that the Company prove that any threatened or actual breach, violation or failure to comply fully with the terms, provisions or conditions of this Employment Agreement will cause irreparable injury. I agree that the Company has no adequate remedy at law for a threatened or actual breach of Paragraph 3 above. I agree not to raise as a defense in any such proceeding any

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allegation that any of the provisions of Paragraph 3 above are unnecessary, unreasonable or unenforceable; that any of them illegally restrain trade or competition; that any of them violate any of my rights; or that I did not receive adequate consideration for this Employment Agreement. The Company shall not be required to post bond in any proceeding to enforce the provisions of Paragraph 3 above. The Company and I expressly intend through this Paragraph 5 and through Paragraph 16 below that a court will issue an injunction enforcing Paragraph 3 of this Employment Agreement without addressing the merits of any arbitrable dispute. The parties intend to have equitable relief in place until an arbitrator determines the merits of any dispute and determines what relief, if any, is appropriate.

- f. **Arbitration Rules and Procedure.** The arbitration will be conducted before a single arbitrator under the Employment Arbitration Rules of the American Arbitration Association or its successor ("**AAA Rules**") then in effect, which are available at the AAA website (www.adr.org). However, if there is a conflict between the AAA Rules and this Employment Agreement, this Employment Agreement will govern. Unless the parties jointly agree otherwise, the arbitrator will be an attorney experienced in employment law and licensed to practice law in the state in which the arbitration is brought, or a retired judge from any jurisdiction. The arbitration will be conducted in a county where I provided services to the Company, unless each party agrees otherwise. The arbitrator will apply the substantive federal, state or local law applicable to the Claim. The arbitrator will apply the statute of limitations that would have applied if the Claim had been brought in court. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies will be limited to those that would be available to a party in their individual capacity for the Claim presented to the arbitrator. The arbitrator will consider and may impose sanctions to the same extent that a court could do so under applicable law, rule and its inherent power, including Rule 11 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1927 or any other applicable law or rule. The Company will pay the arbitrator's and arbitration fees and costs in accordance with the AAA Rules. The arbitrator will issue a final, binding and non-appealable written decision that includes the factual and legal basis for the decision. A court of competent jurisdiction will have the authority to enter judgment upon the arbitrator's decision.
- g. **Class Action Waiver.** The Company and I agree to bring any Claim in arbitration on an individual basis only, not as a class or collective action, and there will be no right or authority for any Claim to be brought, heard or arbitrated as a class or collective action ("**Class Action Waiver**"). Regardless of anything else in this Employment Agreement, the Class Action Waiver is not severable from this Agreement to Arbitrate in any instance in which the dispute is brought as a class or collective action.
6. **Definitions.** I agree the following terms and definitions apply to this Employment Agreement:
- a. **"Employment Agreement"** means this Employment Agreement in its entirety and all of its terms and conditions. References to this Employment Agreement specifically INCLUDE the Agreement to Arbitrate set forth in paragraph 5.
- b. **"Claim"** means a lawsuit, complaint, counterclaim, third party claim, action, dispute, arbitration or other legal proceeding arising from or related to any of the following: (i) this Employment Agreement; (ii) any other agreement between the Company and me; or (iii) my employment, my application for employment or the termination of my employment with the Company. "Claim" does not include: (i) workers' compensation benefit claims; (ii) state unemployment or disability insurance compensation claims; and (iii) disputes that are not subject to pre-dispute arbitration under controlling federal law.

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- c. **"Company"** means Andersen Corporation and each of its past, present and future subsidiaries and successors. I agree that the specific entity that employs me will be indicated in the Company's business records, including the most recent accurate pay statement I receive from the Company. If I become employed with a different entity within the Company, this Employment Agreement will apply to such subsequent employment and the definition of "Company" under this Employment Agreement will include the Company entity that subsequently employs me, with that entity holding the same rights as the entity that previously employed me.
- d. **"Company Inventions and Intellectual Property"** means all inventions, ideas, discoveries, improvements, data, technology, know-how, concepts, material, creative works, works of authorship and other intellectual property I develop, discover or create that: (i) relate to the Company's business or its existing or demonstrably anticipated research and development; (ii) were developed or discovered with the assistance of Confidential Information, tools, equipment, personnel or other resources of the Company; or (iii) were suggested by, related to or resulted from any work I performed for the Company. To the extent state law where I reside requires it (such as under Minn. Stat. §181.78), "Company Inventions and Intellectual Property" does not include an invention for which no equipment, supplies, facility or trade secret information of the Company was used, which was developed entirely on my own time, does not relate, at the time of conception or reduction to practice of the invention, either to the Company's business or the Company's actual or demonstrably anticipated research or development and which does not result from any work I perform for the Company.
- e. **"Competing Business"** is any business that develops, designs, manufactures, assembles, markets, sells, delivers, provides, performs or installs a Competing Product or Service.
- f. **"Competing Product or Service"** means a product or service which competes with a product or service that the Company develops, designs, manufactures, assembles, markets, sells, delivers, provides, performs or installs.
- g. **"Confidential Information"** means information in any form, related to the Company's business, that the Company has not made public and that is not generally known to the public. Confidential Information will still be protected under this Employment Agreement if it becomes generally known to the public through improper means, such as the unauthorized use or disclosure of the information. Confidential Information includes information relating to the Company's operations, research, development, manufacturing, accounting, purchasing, finances, forecasting, performance, engineering, human resources, customers, vendors, sales, marketing, strategy, future plans and other proprietary Company matters. Confidential Information also includes information that is entrusted to the Company in confidence by third parties. Confidential Information does not include information lawfully acquired by a non-management employee about wages, hours or other employment terms and conditions of non-management employees, if used by them solely for purposes protected by §7 of the National Labor Relations Act, such as joining or forming a union, engaging in collective bargaining or engaging in other concerted activity for their mutual aid or protection. While I reside in a state whose law requires nondisclosure obligations to be subject to a time limit, the restrictions on my use or disclosure of Confidential Information in paragraph 2 will only apply for two years after the end of my employment where information that does not qualify as a trade secret is concerned; however, the restrictions will continue apply to trade secret information for as long as the information at issue remains qualified as a trade secret.
- h. **"Covered Customer or Vendor"** includes any direct or indirect customer, supplier, vendor, dealer or distribution channel partner with whom the Company did business or communicated regarding potential business, at any time during the Look Back Period.

A blue ink stamp consisting of a square frame. Inside the frame, the letters "DS" are written in a small font at the top, and "CP" is written in a larger, stylized script font below it.



- i. **"Inventions"** means all discoveries, improvements, creations and ideas including software, artistic and literary works (regardless of whether patentable, copyrightable or protectable as a trademark).
 - j. **"Look Back Period"** means the last two years, or shorter period that I was employed by the Company.
 - k. **"Recruit Company Personnel"** means working alone or with others, for compensation or not, to do any of the following: (i) communicate with a Company employee or contractor to induce or encourage the employee or contractor to leave the Company's employ or cease doing business with the Company (regardless of who first initiates the communication); or (ii) communicate with or otherwise assist a person or entity in hiring an employee or contractor away from the Company, unless authorized in writing by an officer of the Company.
 - l. **"Sell"** means directly or indirectly, acting alone or with others, for compensation or not, to do any of the following: (i) solicit, offer, promote or cause the sale of a Competing Product or Service; or (ii) encourage, attempt or make such a sale.
 - m. **"Support"** means to directly or indirectly, acting alone or with others, as an owner, shareholder, partner, lender, employee, contractor, agent, consultant or otherwise, own, hold a financial interest in or provide a loan or gift. "Support" does not include my owning, solely as an investment, securities of any business traded on any national securities exchange or NASDAQ, provided that I am not a controlling person of (or member of a group that controls) such business and I do not, in the aggregate, own two percent or more of any class of securities of such business.
 - n. **"Territory"** means: (i) any geographic location, territory or market area where the Company advertises, markets, sells or provides its products or services; or (ii) if an arbitrator (under paragraph 5) or court (under paragraph 13, if applicable) finds this definition unenforceable, and if I held a position with responsibilities that were limited to an assigned geographic market area or territory during the Look Back Period (for example, a district or territory sales or service representative position), then Territory will mean the specific geographic market areas and territories assigned to me during the Look Back Period.
 - o. **"Work"** means to directly or indirectly, acting alone or with others, for compensation or not, as an owner, shareholder, partner, employee, contractor, agent, consultant or otherwise, perform work or provide services.
7. **Employment at Will.** I agree the Company and I each have the right to end my employment at will, with or without cause or prior notice, at any time.
 8. **Return of Property.** When my employment ends, I will return to my supervisor all Company property I received during my employment, including assets and documents (in electronic and hardcopy form, and all copies), other than documents regarding my individual compensation.
 9. **Governing Law.** Except for the Agreement to Arbitrate in paragraph 5 above, which is governed by the FAA, I agree this Employment Agreement will be governed by and construed under the laws of the State of Minnesota, without regard to any contrary conflict of laws principles of Minnesota or another state.
 10. **Successors.** This Agreement will benefit the Company's successors, purchasers and assignees, and may be enforced by any of them without need of my further authorization or agreement.
 11. **Entire Agreement.** This Agreement sets forth the complete understanding between the Company and me regarding the matters contained in it and replaces all prior agreements I have with the Company relating to such matters. This Agreement can be amended only by a written document signed by both me and an authorized representative of the Company.

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12. **Severability.** Except as provided in the Class Action Waiver, if any term or condition of this Agreement is ruled void or otherwise unenforceable, without affecting the validity of the remainder of this Agreement, such term will be: (a) modified to render the term or condition enforceable, preserving the parties' intent and agreements to the fullest extent possible; or (b) if such modification is not permissible, severed from this Employment Agreement. All remaining terms and conditions will remain in full force and effect.
13. **Jury Trial Waiver and Procedure if Agreement to Arbitrate is Unenforceable.** If (and only if) the Agreement to Arbitrate is ruled void or unenforceable in its entirety, the Company and I agree that all issues in connection with any Claim will be decided by a judge without a jury on an individual basis only, not as a class or collective action, and there will be no right or authority for any Claim to be submitted to, decided or heard by a jury ("**Jury Trial Waiver**"). The exclusive venue for any Claim subject to the Jury Trial Waiver will be Washington County, Minnesota. If no state or federal court serving Washington County, Minnesota ("**a Minnesota court**") has jurisdiction over me, forum will be proper in the state where I last regularly worked for the Company. I consent to a Minnesota court's personal jurisdiction, waive my right to object to a Minnesota court's jurisdiction, and I waive any defense that such court is an inconvenient forum.
14. **Attorneys' Fees.** The Company and I agree that if either of us brings a Claim against the other, the arbitrator (under paragraph 5) or the court (under paragraph 13, if applicable) will order the non-prevailing party to pay to the other the reasonable and necessary costs, disbursements and attorneys' fees incurred in connection with the Claim (or defense to the Claim), in any of the following instances:
- a. Where such an award is warranted under applicable law or rules, including an award of sanctions; or
 - b. In connection with a Claim for breach of any term or condition of any of the following paragraphs within this Employment Agreement: paragraph 2, 3, 4, 5, 8 or 13.
15. **Waiver.** A waiver of any term or condition of this Employment Agreement must be in writing and signed by the waiving party. If the Company or I waive a Claim for the other's breach of this Employment Agreement, the waiver will not affect that party's right to pursue a Claim for a subsequent breach. Nothing in this Employment Agreement will eliminate, reduce or otherwise affect any legal duties or obligations I would otherwise have to the Company through common law or statute.
16. **Terms Survive after Employment.** The terms of this Employment Agreement will remain in force during my employment and after my employment ends, regardless of the reason, for the time periods, if any, governing those terms. As a result, my obligations under Paragraph 3 above continue after my employment ends and during any arbitration proceeding, for the time period set forth in Paragraph 3 above. If I fail to comply with a timed restriction in this Employment Agreement, the time period for that restriction will be extended by one day for each day I am found to have violated the restriction, up to a maximum extension equal to the original period of the restriction. While I reside in Georgia or Wisconsin, the previous sentence will not apply to me.

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EMPLOYEE:

DocuSigned by:
Chandon Petty
27A065A01C4042D...

(Employee signature)

Chandon Petty

(Employee printed name)

Dated: 3/15/2022 | 8:55 AM PDT

EMPLOYER:

Karen Richard

Karen Richard, Senior Vice President and Chief Human
Resources Officer

EXHIBIT 4

SUMMARY OF JAMES HARDIN AND WARD LOTT ATTORNEYS' TIME

2024

May 28: handle issues regarding case status (.5) (WJL)

May 30: correspondence with client regarding case status (.25) (WJL); handle issues regarding case status (2.0) (WJL)

May 31: correspondence with client regarding case status (.25) (WJL)

June 1: handle issues regarding case status (.25) (JBH); handle issues regarding case status (.5) (WJL)

June 3: correspondence with client regarding case status (.25) (WJL); handle issues regarding case status (.5) (WJL)

June 5: handle issues regarding case status (.75) (WJL)

June 7: correspondence with client regarding case status (.25) (WJL)

June 10: correspondence with client regarding case status (.25) (JBH); handle issues regarding case status (.5) (JBH); correspondence with client regarding case status (.5) (WJL); handle issues regarding case status (.25) (WJL)

June 11: handle issues regarding PAGA claim (.75) (WJL)

June 17: handle issues regarding case status (.5) (WJL)

June 18: correspondence with client regarding case status (.5) (WJL)

July 2: correspondence with client regarding case status (.25) (JBH); correspondence with defense counsel regarding case status (.75) (JBH)

July 16: handle issues regarding case status (.25) (JBH); handle issues regarding case status (1.0) (WJL)

July 17: handle issues regarding case status (.5) (WJL)

July 18: correspondence with client regarding case status (.5) (WJL)

July 30: correspondence with defense counsel regarding case status (.5) (JBH)

July 31: correspondence with defense counsel regarding case status (.5) (WJL)

Aug 5: correspondence with client regarding case status (.5) (WJL)

Aug 6: correspondence with client regarding case status (.75) (WJL)

Aug 8: correspondence with client regarding case status (.75) (WJL)

Aug 9: correspondence with client regarding case status (.5) (WJL)

Aug 12: correspondence with client regarding amended complaint (.25) (WJL); correspondence with client regarding case status (.5) (WJL); handle issues regarding case status (.25) (WJL)

Aug 13: correspondence with client regarding amended complaint (.5) (WJL); correspondence with client regarding complaint (.25) (WJL); handle issues regarding PAGA claim (.5) (WJL); handle issues regarding complaint (1.75) (WJL)

Aug 14: handle issues regarding complaint (1.0) (WJL)

SUMMARY OF JAMES HARDIN AND WARD LOTT ATTORNEYS' TIME

Aug 15: correspondence with client regarding case status (.25) (JBH); correspondence with client regarding case status (2.25) (WJL); correspondence with defense counsel regarding case status (.5) (WJL); handle issues regarding case status (.25) (WJL)

Aug 16: correspondence with client regarding case status (1.5) (WJL)

Aug 20: correspondence with defense counsel regarding case status (.5) (WJL)

Aug 22: correspondence with client regarding case status (.75) (WJL)

Aug 26: correspondence with client regarding case status (.25) (WJL)

Aug 28: correspondence with client regarding case status (.25) (WJL)

Sept 2: correspondence with client regarding case status (.25) (WJL)

Sept 10: correspondence with defense counsel regarding case status (.5) (WJL); handle issues regarding case status (.25) (WJL)

Sept 11: correspondence with client regarding case status (.75) (WJL)

Sept 16: correspondence with client regarding case status (1.0) (WJL)

Sept 17: correspondence with client regarding case status (1.0) (WJL); handle issues regarding case status (.5) (WJL)

Sept 18: handle issues regarding PAGA claim (.25) (JBH); handle issues regarding PAGA claim (1.5) (WJL)

Sept 19: handle issues regarding case status (.25) (JBH); correspondence with client regarding PAGA claim (.75) (WJL); correspondence with client regarding case status (.25) (WJL); correspondence with client regarding complaint (.75) (WJL); handle issues regarding PAGA claim (5.0) (WJL); handle issues regarding case status (1.0) (WJL); handle issues regarding complaint (.25) (WJL)

Sept 24: handle issues regarding case status (.25) (WJL)

Sept 25: handle issues regarding case status (.25) (JBH); correspondence with defense counsel regarding case status (.5) (WJL); handle issues regarding case status (.25) (WJL)

Oct 1: handle issues regarding case status (.5) (WJL)

Oct 2: handle issues regarding case status (.5) (JBH); correspondence with client regarding case status (.25) (WJL); correspondence with defense counsel regarding case status (.5) (WJL); handle issues regarding case status (1.75) (WJL)

Oct 3: handle issues regarding case status (.25) (WJL)

Oct 4: correspondence with defense counsel regarding case status (.5) (WJL); handle issues regarding case status (.5) (WJL)

Oct 9: correspondence with client regarding case status (.5) (WJL); handle issues regarding case status (.25) (WJL)

Oct 11: handle issues regarding case status (1.0) (JBH); correspondence with client regarding case status (1.0) (WJL); correspondence with defense counsel regarding case status (.5) (WJL); handle issues regarding case status (.75) (WJL)

SUMMARY OF JAMES HARDIN AND WARD LOTT ATTORNEYS' TIME

Oct 15: handle issues regarding case status (.25) (WJL)
Oct 16: handle issues regarding case status (.25) (JBH); handle issues regarding case status (2.5) (WJL)
Oct 22: handle issues regarding case status (1.0) (WJL)
Oct 23: handle issues regarding case status (.25) (JBH); handle issues regarding case status (.25) (WJL)
Oct 24: handle issues regarding case status (.25) (JBH)
Oct 25: handle issues regarding case status (.5) (WJL)
Oct 28: handle issues regarding settlement (.25) (JBH); correspondence with client regarding settlement (.5) (WJL); handle issues regarding settlement (.25) (WJL)
Oct 29: correspondence with client regarding case status (.5) (WJL); correspondence with client regarding settlement (.5) (WJL); correspondence with defense counsel regarding case status (1.0) (WJL); correspondence with defense counsel regarding settlement (.25) (WJL); handle issues regarding case status (.25) (WJL)
Oct 31: correspondence with defense counsel regarding case status (.5) (WJL); handle issues regarding case status (.25) (WJL)
Nov 14: correspondence with client regarding case status (.25) (WJL); handle issues regarding case status (.25) (WJL)
Nov 15: correspondence with defense counsel regarding case status (.25) (JBH); handle issues regarding PAGA claim (.25) (JBH); correspondence with defense counsel regarding case status (.5) (WJL); handle issues regarding PAGA claim (1.0) (WJL); handle issues regarding case status (.25) (WJL)
Nov 18: handle issues regarding complaint (.25) (WJL)
Dec 3: correspondence with client regarding case status (.25) (WJL); handle issues regarding case status (.25) (WJL)
Dec 9: handle issues regarding case status (.5) (JBH); correspondence with defense counsel regarding case status (.5) (WJL)
Dec 10: handle issues regarding case status (1.0) (WJL)
Dec 11: handle issues regarding case status (.25) (JBH)
Dec 12: handle issues regarding case status (.25) (JBH)
Dec 13: correspondence with defense counsel regarding case status (.75) (WJL)
Dec 23: correspondence with defense counsel regarding case status (.25) (WJL)
Dec 27: correspondence with defense counsel regarding case status (.25) (WJL)

2025

Jan 2: handle issues regarding case status (.25) (WJL)
Feb 9: correspondence with client regarding mediation (.75) (WJL)

SUMMARY OF JAMES HARDIN AND WARD LOTT ATTORNEYS' TIME

Apr 3: handle issues regarding case management conference (.5) (WJL)

May 8: handle issues regarding mediation (.25) (JBH); handle issues regarding mediation (.5) (WJL)

May 15: handle issues regarding mediation (.5) (WJL)

May 16: correspondence with client regarding mediation (.25) (WJL)

May 19: correspondence with client regarding mediation (1.0) (WJL)

June 5: handle issues regarding mediation (.5) (WJL)

June 16: correspondence with client regarding mediation (.5) (WJL)

June 17: correspondence with mediator regarding mediation (.25) (WJL); handle issues regarding mediation (.75) (WJL)

June 24: correspondence with client regarding mediation (.5) (WJL)

June 25: correspondence with mediator regarding mediation (.25) (JBH); handle issues regarding case status (.25) (JBH); correspondence with defense counsel regarding mediation (.25) (WJL); correspondence with mediator regarding mediation (.5) (WJL); handle issues regarding case status (.5) (WJL); handle issues regarding mediation (.25) (WJL)

June 26: correspondence with defense counsel regarding mediation (.25) (WJL); correspondence with mediator regarding mediation (.75) (WJL); handle issues regarding case status (.75) (WJL)

June 27: correspondence with defense counsel regarding mediation (.25) (JBH); correspondence with defense counsel regarding mediation (.5) (WJL); correspondence with mediator regarding mediation (.5) (WJL)

June 30: correspondence with client regarding case status (.25) (WJL); handle issues regarding case status (.5) (WJL)

July 10: handle issues regarding PAGA claim (.25) (JBH); correspondence with client regarding PAGA claim (.25) (WJL); correspondence with client regarding settlement (.5) (WJL); handle issues regarding PAGA claim (.25) (WJL)

July 23: handle issues regarding PAGA claim (.5) (WJL)

July 28: handle issues regarding PAGA claim (.25) (JBH); correspondence with client regarding PAGA claim (.75) (WJL); handle issues regarding PAGA claim (1.0) (WJL)

July 29: handle issues regarding approval of PAGA settlement (.25) (JBH); handle issues regarding approval of PAGA settlement (1.0) (WJL)

Aug 25: handle issues regarding memorandum of understanding (.25) (WJL)

Aug 26: handle issues regarding memorandum of understanding (.25) (JBH); handle issues regarding settlement payment (.75) (JBH); handle issues regarding memorandum of understanding (.5) (WJL); handle issues regarding settlement payment (2.0) (WJL)

Sept 15: correspondence with defense counsel regarding dismissal of individual claims (.25) (WJL); handle issues regarding case status (.25) (WJL); handle issues regarding dismissal of individual claims (.5) (WJL)

SUMMARY OF JAMES HARDIN AND WARD LOTT ATTORNEYS' TIME

Sept 16: handle issues regarding mediation (.25) (WJL)

Sept 18: correspondence with defense counsel regarding dismissal of individual claims (.25) (WJL); handle issues regarding dismissal of individual claims (.5) (WJL)

Sept 19: handle issues regarding dismissal of individual claims (.25) (WJL)

Sept 22: handle issues regarding case status (.25) (WJL)

Sept 25: handle issues regarding case status (.25) (WJL)

Dec 10: correspondence with client regarding case status (.25) (WJL)

Dec 22: correspondence with client regarding case status (.25) (WJL)

2026

Jan 22: correspondence with client regarding case status (.25) (JBH)

Feb 27: correspondence with client regarding case status (.5) (JBH); correspondence with client regarding case status (.25) (WJL)

Mar 4: correspondence with client regarding case status (.25) (JBH)

Mar 18: handle issues regarding case status (.25) (JBH)

Total JBH Hours: 11.75

Total WJL Hours: 82.0

Total Hours: 93.75

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 2901 W. Coast Highway, Suite 200, Newport Beach, California 92663.

On May 21, 2026, I served the foregoing document described as **DECLARATION OF JAMES B. HARDIN IN SUPPORT OF PLAINTIFF’S UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the following person(s) in the manner indicated:

SEE ATTACHED SERVICE LIST

☐ (BY MAIL) I am familiar with the practice of Hardin Law Group, APC for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On this date, a copy of said document was placed in a sealed envelope, with postage fully prepaid, addressed as set forth herein, and such envelope was placed for collection and mailing at Hardin Law Group, APC, Newport Beach, California, following ordinary business practices.

☐ (BY OVERNIGHT FEDERAL EXPRESS) I am familiar with the practice of Hardin Law Group, APC for collection and processing of correspondence for delivery by overnight courier. Correspondence so collected and processed is deposited in a box or other facility regularly maintained by Federal Express that same day in the ordinary course of business. On this date, a copy of said document was placed in a sealed envelope designated by Federal Express with delivery fees paid or provided for, addressed as set forth herein, and such envelope was placed for delivery by Federal Express at Hardin Law Group, APC, Newport Beach, California, following ordinary business practices.

☐ (BY HAND DELIVERY) I am familiar with the practice of Hardin Law Group, APC for collection and processing of correspondence for hand delivery by courier. I caused such document to be delivered by hand to the addressee(s) designated.

☒ (BY ELECTRONIC TRANSMISSION) I served electronically from the electronic notification address of brice@hardinemploymentlaw.com the document described above and a copy of this declaration to the person and at the electronic notification address set forth herein. The electronic transmission was reported as complete and without error.

☐ (BY ELECTRONIC SERVICE) I am causing the document(s) to be served by email or electronic transmission via USA Legal sent on the date shown below to the email addresses of the persons listed in the attached service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on May 21, 2026, at Newport Beach, California.

Briana Rice

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