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(*l*)(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(*l*)(2). Pursuant to California Labor Code § 2699(*l*)(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 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'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
3EF200DFE44040E...

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

Dated: 3/19/2026

RFINANCE COMPANY

Andrea J. Nordaune

By: Andrea J. Nordaune

Its: SVP & Corporate Secretary