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Attorneys for Plaintiff RITA DHANOTA, on behalf
of herself and others similarly situated

FILED

AUG 26 2026

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY  DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

RITA DHANOTA, an individual, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

NUCOR BUILDINGS GROUP WEST LLC,
a Delaware limited liability company,
AMERICAN BUILDINGS COMPANY, a
Delaware stock corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CV-24-000143

CLASS ACTION

Assigned for All Purposes To:

Honorable John R. Mayne

Department: 21

~~PROPOSED~~ **ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT;
FINAL JUDGMENT**

Date: August 26, 2026

Time: 8:30 a.m.

Dept.: 21

Original Complaint Filed: January 5, 2024

Amended Complaint Filed: December 13, 2024

Trial Date: None Set

~~PROPOSED~~ **ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AGREEMENT; FINAL JUDGMENT**

ORDER

This matter having come before the Court on August 26, 2026, at 8:30 a.m. in Department 21 of the above-entitled Court, located at 801 10th Street, Modesto, California 95354, for a scheduled Final Approval Hearing and entry of an Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement Agreement ("Final Approval Order") consistent with the Court's November 5, 2025 Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement ("Preliminary Approval Order"), and as set forth in the Class Action and PAGA Settlement Agreement and Amendment to Class Action and PAGA Settlement Agreement (together, "Settlement Agreement" or "Settlement") entered into between Plaintiff RITA DHANOTA (hereinafter "Plaintiff"), on behalf of herself and all other similarly situated employees of Defendant NUCOR BUILDINGS GROUP WEST LLC ("Defendant") (collectively, "the Parties") and Defendant, and due and adequate notice having been given to Class Members as required by the Preliminary Approval Order, and the Court having considered all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

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

2. Consistent with the definitions provided in the Settlement Agreement, the Class consists of all current and former hourly-paid or non-exempt employees of Defendant in California during the Class Period, which is the period from January 5, 2020, through February 5, 2025.¹

3. Because adequate notice has been disseminated and all potential Class Members have

¹ As explained in the Declaration of Stacey Shim filed concurrently herewith, the escalator clause was triggered. Defendant elected to end the Class Period on February 5, 2025, as of the 29,625th Workweek pursuant to Paragraph 8.2 of the Settlement Agreement. The total number of Workweeks worked by Participating Class Members during the Class Period is 29,696.

1 been given an opportunity to opt out of the Settlement, the Court has jurisdiction over the subject
2 matter of this proceeding and over all parties to this proceeding, including all Class Members. In
3 addition, the Court has personal jurisdiction over all Class Members with respect to the Action and
4 the Settlement.

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

17 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
18 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
19 reference, the Court finds the Settlement was entered into in good faith and further finds that the
20 Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the
21 Class Members. Plaintiff has satisfied the standards and applicable requirements for final approval
22 of this class action Settlement under California law, including the provisions of California Code of
23 Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule of Civil Procedure 23,
24 approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821
25 (1971).

26 6. The Court approves the Settlement as set forth in the Settlement Agreement and finds
27 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
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1 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
2 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length
3 negotiations. In granting final approval of the Settlement Agreement, the Court considered the nature
4 of the claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement
5 proceeds among the Participating Class Members, and the fact that a settlement represents a
6 compromise of the Parties' respective positions rather than the result of a finding of liability at trial.
7 Additionally, the Court finds that the terms of the Settlement Agreement had no obvious deficiencies
8 and did not improperly grant preferential treatment to any individual Class Member. Accordingly,
9 the Court finds that the Settlement Agreement was entered into in good faith.

10 7. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
11 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
12 Plaintiff, all Participating Class Members, and all Aggrieved Employees shall be bound by the
13 releases set forth in the Settlement Agreement.

14 8. No Class Member opted out from the Settlement, resulting in a total of 297
15 Participating Class Members.

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

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

22 11. The Court finds the \$515,000.00 Gross Settlement Amount provided for under the
23 Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund
24 the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the
25 following deductions from the Gross Settlement Amount: \$171,666.67 for attorneys' fees to Class
26 Counsel; (2) \$19,487.51 for attorneys' costs to Class Counsel; (3) Class Representative Service
27 Payment of \$10,000.00 to Plaintiff Rita Dhanota; (4) PAGA Penalties of \$40,000.00 for claims
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1 asserted under California's Private Attorneys General Act ("PAGA"), of which 75% will be payable
2 to the California Labor and Workforce Development Agency ("LWDA") and 25% will be payable
3 to the Aggrieved Employees on a *pro rata* basis ("Individual PAGA Payment"); and (5) \$8,500.00
4 for an Administration Expenses Payment to Apex Class Action, LLC ("Apex"). The Net Settlement
5 Amount available for distribution to the Class is approximately \$265,345.82.

6 12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
7 set forth in Class Counsel's application, an award of attorneys' fees in the amount of \$171,666.67
8 and for costs and expenses in the amount of \$19,487.51 as final payment for and complete
9 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is
10 hereby granted. The Court finds that Class Counsel's request falls within the range of reasonableness
11 and that the result achieved justifies the award and that the requested expenses were reasonably
12 incurred. The payment of attorneys' fees and costs to Class Counsel shall be made from the Gross
13 Settlement Amount in accordance with the terms of the Settlement Agreement.

14 13. It is ordered that the Class Representative Service Payment of \$10,000.00 to Plaintiff
15 Rita Dhanota is fair and reasonable as a service payment for her service to the Class. The Class
16 Representative Service Payment shall be made from the Gross Settlement Amount in accordance
17 with the terms of the Settlement Agreement.

18 14. The Court further approves the payment of \$8,500.00 to Apex Class Action, LLC to
19 cover the costs of administration as provided for in the Settlement Agreement. The payment
20 authorized by this paragraph shall be made from the Gross Settlement Amount in accordance with
21 the terms of the Settlement Agreement.

22 15. The Court also approves a payment of \$40,000.00 for claims asserted under PAGA
23 ("PAGA Penalties"), with 75% of the PAGA Penalties (\$30,000.00) payable to the LWDA and the
24 other 25% (\$10,000.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the
25 Settlement Agreement). The PAGA Penalties are included in, and shall come from, the Gross
26 Settlement Amount in accordance with the terms of the Settlement Agreement.

27 16. The Court finds the settlement payments from the Net Settlement Amount provided
28

1 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and
2 orders the calculations and the payments to be made and administered to the Participating Class
3 Members in accordance with the terms of the Settlement Agreement. The settlement payments
4 authorized by this paragraph shall be made in accordance with the terms of the Settlement
5 Agreement. It is also ordered that, 180 days after the date of distribution of Individual Class
6 Payments and Individual PAGA Payments to Participating Class Members and Aggrieved
7 Employees, all funds from any uncashed checks remaining in the Net Settlement Amount shall be
8 distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property
9 Law, California Civil Code § 1500, *et seq.*, for the benefit of those Participating Class Members and
10 Aggrieved Employees who did not cash their checks until such time that they claim their property.

11 17. The Court shall examine the final accounting at a Compliance Hearing set on
12 4/23/27 8:30 am 821

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

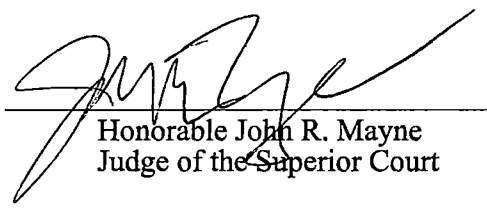
15 19. Without affecting the finality of the Settlement, this Final Approval Order, or Final
16 Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and
17 continuing jurisdiction over the above-captioned action and the Parties, including all Participating
18 Class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

21 20. The final order shall constitute the final judgment.

22 21. There is no reason to delay the enforcement of this Final Approval Order and the
23 Final Judgment.

24 **IT IS SO ORDERED.**

25 Dated: 8/24, 2026

26 
27 Honorable John R. Mayne
28 Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS 801 10 th Street, 4 th floor Modesto, CA 95355	
Case Name: DHANOTA, RITA vs NUCOR BUILDINGS GROUP WEST LLC	Case #: CV-24-000143
CLERK'S CERTIFICATE OF ELECTRONIC SERVICE	

I certify that I am over the age of 18, employed by the Superior Court of the State of California, County of Stanislaus, and not a party to this action. I certify that I served a copy of the attached **ORDER FOR FINAL APPROVAL** by electronic service as indicated below.

Recipients Served Electronically

The transmission originated from a Stanislaus County Superior Court email address on **August 26, 2026**.

E.KIM@D.LAW

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Executed on **August 26, 2026**, at Modesto, California.

By *alecsandra chavez*

Alecsondra Chavez, Deputy Clerk
SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF STANISLAUS