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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

EVAN ROMER, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

SNAP ONE, LLC, a North Carolina limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV455135; Related Case No.: 25CV460211

[Assigned for All Purposes to the Honorable Theodore C. Zayner, Dept. 19]

[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Final Approval Hearing:
Date: December 16, 2026
Time: 1:30 p.m.
Dept.: 19

Action Filed: December 27, 2024

Plaintiff Evan Romer's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement came before this Court on December 16, 2026, at 1:30 p.m., in Department 19 of the Superior Court of California, County of Santa Clara, located at the Old Courthouse, 161 North First Street, San Jose, CA 95113. Plaintiff now seeks an order granting final approval of the Amended Joint Stipulation of Settlement ("Settlement" or "Settlement Agreement") between Plaintiff and Defendant Snap One, LLC ("Defendant" or "Snap One") (Plaintiff and Defendant collectively, the "Parties"), which resolves both the above-captioned action (the "Class Action") and Plaintiff's related representative action under the Private Attorneys General Act, Santa Clara County Superior Court Case No. 25CV460211 (the "PAGA Action") (together, the "Actions"), a copy of which is attached to the Declaration of Lisa B. Iturriaga in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**. On April 27, 2026, this Court issued a Second Revised Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions. Unless otherwise defined herein, capitalized terms have the meanings set forth in the Settlement.

Having received and considered the Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement heard on April 15, 2026, and granted on April 27, 2026, and the instant Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as well as oral argument presented to the Court, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. This Court has jurisdiction over the subject matter of the Actions and over the Parties, including all Settlement Class Members.

2. The Court finds that the Class, as defined below, is properly certified as a class for settlement purposes only:

All former remote hourly employees of Snap One in California during the Class Period.

3. "Class Period" means the period from December 27, 2020, to December 24, 2024.

4. The Court appoints Plaintiff Evan Romer as Class Representative for settlement purposes only.

5. The Court appoints John G. Yslas, Arrash T. Fattahi, Arman A. Salehi, and Trenten N. Bilodeaux of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the Settlement, their right to receive a settlement share, their right to comment on or object to the Settlement or to opt out of the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures.

7. No Class Members objected to the Settlement.

8. No Class Members requested exclusion from the Settlement. One Class Member submitted a Workweek dispute, which was resolved without change to the Class Member's Workweeks or Pay Periods.

9. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

10. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

11. Class Members who have not opted out will be bound by the Settlement, except PAGA Members will release the PAGA claims released in the Settlement and will receive a portion

of the amount set aside for their share of the settlement of civil penalties, regardless of whether they opt out of the Settlement.

12. The Court finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s).

13. No later than fourteen (14) calendar days after the Effective Date as defined in the Settlement Agreement, Defendant will transfer the Gross Settlement Amount of $120,000.00 to the Administrator. Defendant will fund its payroll-tax share within the same timeframe.

14. Within fourteen (14) calendar days after Defendant fully funds the GSA and the Effective Date has passed, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

15. The "Effective Date" is defined as the date on which the Judgment is final, which occurs on the latest of the following: (a) the last date on which a notice of appeal from the Judgment may be filed, and none is filed; and (b) if a timely appeal from the Judgment is filed, the last of the following dates: (1) the last date by which a petition for review by the California Supreme Court of the California Court of Appeal's decision affirming the Judgment may be filed, and none is filed; (2) the last date by which a petition for a writ of certiorari to the United States Supreme Court of a decision by the California Court of Appeal or the California Supreme Court affirming the Judgment may be filed, and none is filed; and (3) if a petition for review by the California Supreme Court, or a petition for a writ of certiorari to the U.S. Supreme Court, seeking review of the Judgment or of the California Court of Appeal's decision on an appeal from the Judgment is timely filed, the date on which the highest reviewing court renders its decision denying the petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment.

16. In addition to any recovery Plaintiff may receive under the Settlement, and in

recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff Evan Romer in the amount of $10,000.00.

17. The Court approves payment from the Gross Settlement Amount for civil penalties under PAGA in the amount of $5,000.00 with the LWDA to receive 65% ($3,250.00), and the remaining 35% ($1,750.00) to be distributed to PAGA Members, defined as all former remote hourly employees of Snap One in California from December 27, 2023, through December 24, 2024. The Court finds and determines that such payment is fair, reasonable, and appropriate.

18. The Court approves payment from the Gross Settlement Amount for attorneys' fees to Class Counsel in the amount of $40,000.00, and the reimbursement of litigation costs in the amount of $18,539.23. Both are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. The Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

19. The Court approves payment from the Gross Settlement Amount for settlement administration services in the amount of $4,750.00 to the Administrator, Phoenix Class Action Administration.

20. Individual Settlement Payment and Individual PAGA Payment checks will be valid for 180 days after mailing by the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual Settlement Payment or Individual PAGA Payment within 180 days after it is mailed to him or her, the Administrator shall transmit the funds represented by such checks to a Court approved nonprofit organization or foundation, Kids In Need of Defense ("KIND") ("Cy Pres Recipient"), thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

21. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

(a) Release by Participating Class Members: "All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated or ascertained in the Class Action, including pursuant to Cal. Lab. Code §§ 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, Cal. Bus. & Prof. Code §§ 17200 et seq., and all applicable Wage Orders. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, unemployment insurance, workers' compensation, or claims based on facts occurring outside the Class Period."

(b) Release by Non-Participating Class Members Who Are PAGA Members: "All Non-Participating Class Members who are PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated or ascertained in the PAGA Action and the PAGA Notice, including claims for civil penalties pursuant to Cal. Lab. Code §§ 2698 et seq., and the alleged underlying violations of Cal. Lab. Code §§ 201, 202, 203, 204, 210, 213, 226, 226.6, 226.7, 510, 512, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, 2802, Cal. Bus. & Prof. Code §§ 17200 et. seq., and all applicable Wage Orders."

(c) Release by Participating Class Members Who Are PAGA Members: Pursuant to Section 7.5.3 of the Settlement, all Participating Class Members who are PAGA Members are bound by and release the claims described in subparagraph (b) above.

(d) Plaintiff's Release: Plaintiff releases the Released Parties as set forth in Section 5.1 of the Settlement, including Plaintiff's waiver of the protections of California Civil Code section 1542.

22. "Released Parties" means Snap One and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives.

23. The Parties and Administrator are hereby ordered to comply with the terms of the Settlement.

24. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement and this Judgment and Order.

25. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

26. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Second Revised Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Judgment and Order, subject to the Court's retention of continuing jurisdiction over the Actions and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law. This Judgment resolves both the Class Action and the PAGA Action, which is pending before this Court as a related case. Plaintiff shall file a copy of this Judgment and Order in the PAGA Action, Case No. 25CV460211, within ten (10) calendar days of its entry.

27. A Settlement Compliance Hearing is set for August 25, 2027, at 1:30 p.m. or a date and time soon thereafter more convenient for the Court: _____, at _____

a.m./p.m. in Department 19 of the above-captioned Court.

28. A final report from the Administrator indicating that disbursements were made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the Settlement Compliance Hearing.

IT IS SO ORDERED.

Dated: _____

_____
HONORABLE THEODORE C. ZAYNER
JUDGE OF THE SUPERIOR COURT