

1 **D.LAW, INC.**
2 Emil Davtyan (SBN 299363)
3 Emil@d.law
4 David Yeremian (SBN 226337)
5 d.yeremian@d.law
6 Alvin B. Lindsay (SBN 220236)
7 a.lindsay@d.law
8 William Tran (SBN 335908)
9 w.tran@d.law
450 N Brand Blvd., Ste 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

8 Attorneys for Plaintiff RICHARD A. AZHOCAR,
9 on behalf of himself and others similarly situated

10 **O'HAGAN MEYER**
11 David Nusz (SBN 156298)
12 dnusz@ohaganmeyer.com
13 4695 MacArthur Court, Suite 900
14 Newport Beach, CA 92660
15 Telephone: (949) 942-8500
16 Facsimile: (949) 942-8510

14 Attorneys for Defendants ACCEL FRAMING, INC.

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN DIEGO**

18 RICHARD A. AZHOCAR, an individual, on
19 behalf of himself and others similarly situated,

20 Plaintiff,

21 vs.

22 ACCEL FRAMING, INC., a California
23 corporation; and DOES 1 through 50,
24 inclusive,

24 Defendants.

Case No. 37-2023-00053185-CU-OE-CTL

CLASS ACTION

Assigned for all purposes to:
Hon. Marcella O McLaughlin
Dept.: C-72

**CLASS AND PAGA ACTION
SETTLEMENT AGREEMENT**

Original Complaint filed: December 06, 2023
First Amended Complaint: August 20, 2025
Trial: None set

1 This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and
2 between plaintiff Richard A. Azhocar (“Plaintiff”) and ACCEL FRAMING, INC (“Defendants”).
3 The Agreement refers to Plaintiff and Defendants collectively as “the Parties,” or individually as
4 “Party.”

5 **A. DEFINITIONS.**

6 1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendants captioned *Richard A. Azhocar v. Accel Framing, Inc, et al.*, filed on December 6, 2023;
8 and First Amended Complaint adding PAGA Cause of Action filed on August 20, 2025, in San
9 Diego County Superior Court.

10 2. “Administrator” means Apex Class Action administrators (“Apex”), and Apex is the
11 neutral entity the Parties have agreed to appoint to administer the Settlement.

12 3. “Administration Costs” means the amount the Administrator will be paid from the
13 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
14 Administrator’s “not to exceed” bid the parties have received from Apex for \$12,500.00.

15 4. “Aggrieved Employee” means all Class Members who worked during the PAGA
16 Period (i.e. the period from December 6, 2022, through August 11, 2025).

17 5. “Class” means all non-exempt, hourly individuals that worked for Defendants in
18 California during the Settlement Class Period (i.e. the period from December 6, 2019, through
19 August 11, 2025.).

20 6. “Class Counsel” means Emil Davtyan, David Yeremian and Alvin B. Lindsay and the
21 other attorneys of D.Law, Inc.

22 7. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
23 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request
24 approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to \$80,000.00.

25 8. “Class Counsel Litigation Expenses Payment” means the amount ultimately allocated
26 from the Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and
27 costs incurred in the Action, as presented to and approved by the Court in connection with final
28 approval. If certain of Class Counsel’s items invoiced and presented as Litigation Expenses are not

1 finally approved by the Court as requested, Class Counsel agrees to receive the remaining amount,
2 and the difference will remain in the Net Settlement Amount to be distributed to the Class Members.

3 9. "Class Data" means Class Member identifying information in Defendants' possession
4 including the Class Member's name, last-known mailing address, email address, telephone number,
5 Social Security number, hire dates, and termination dates.

6 10. "Class Member" means a member of the Class, as either a Participating Class Member
7 or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as
8 an Aggrieved Employee).

9 11. "Class Member Address Search" means the Administrator's investigation and search
10 for current Class Member mailing addresses using all reasonably available sources, methods, and
11 means including, but not limited to, the "National Change of Address Database", skip traces, and
12 direct contact by the Administrator with Class Members.

13 12. "Class Notice" means the Court approved notice of settlement and hearing date for
14 Final Approval, with a Spanish translation if the parties deem necessary, to be mailed to Class
15 Members and incorporated by reference into this Agreement.

16 13. "Class Period" means the period from December 6, 2019 through August 11, 2025.

17 14. "Class Representative" means the named Plaintiff Richard A. Azhocar, in the Action
18 seeking Court approval to serve as a Class Representative.

19 15. "Class Representative Enhancement Award" means the payment to the Class
20 Representative for initiating the Action and providing services in support of the Action, and
21 Defendants agree not to object to a requested Enhancement Award of up to \$5,000.00 subject to
22 Court approval.

23 16. "Court" means the Superior Court of California, County of San Diego.

24 17. "Defendants" mean named Defendants ACCEL FRAMING, INC

25 18. "Defense Counsel" means David Nusz of O'Hagan Meyer.

26 19. "Effective Date" means the date when the Court enters Judgment upon Final Approval
27 and the Judgment is final. The judgment is final when the Court's final Judgment is entered in
28 addition to the Court's Order granting final approval to the Settlement. If there is an objector and no

1 appeal, the Effective Date will be 60 days after entry of final judgment. If there is an appeal, the
2 Effective Date will be 60 days after it has been finalized. The Effective Date of Release for the Class
3 and PAGA Releases will be when the Gross Settlement Amount has been fully funded in the
4 Qualified Settlement Fund.

5 20. "Final Approval" means the Court's order granting final approval of the Settlement.

6 21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
7 of the Settlement.

8 22. "Gross Settlement Amount" means \$240,000.00 (Two Hundred Forty Thousand
9 Dollars with Zero Cents), which is the total amount Defendants agree to pay under the Settlement,
10 except as provided in Paragraph F below.

11 23. "Individual Class Payment" means the Participating Class Member's pro rata share of
12 the Net Settlement Amount calculated according to the number of Workweeks worked during the
13 Class Period.

14 24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%
15 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the
16 PAGA Period.

17 25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

18 26. "LWDA" means the California Labor and Workforce Development Agency, the
19 agency entitled, under Labor Code section 2699, subd. (i).

20 27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
21 under Labor Code section 2699, subd. (i).

22 28. "Net Settlement Amount" means the Gross Settlement Amount, less the following
23 payments in the amounts approved by the Court: PAGA Penalties, Class Representative
24 Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
25 and the Administration Costs. The remainder is to be paid to Participating Class Members as
26 Individual Class Payments.

27 29. "Non-Participating Class Member" means any Class Member who opts out of the
28 Settlement by sending the Administrator a valid and timely Request for Exclusion.

1 30. “Operative Complaint” means the operative “First Amended Complaint” filed in the
2 Action on August 20, 2025.

3 31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee
4 worked for Defendants for at least a portion of one day during the PAGA Period.

5 32. “PAGA Period” means the period from December 6, 2022 to August 11, 2025.

6 33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

7 34. “PAGA Notice” means Plaintiff’s December 6, 2023 letter to LWDA (LWDA Case
8 No. LWDA-CM-998240-23) and the Defendants providing notice pursuant to Labor Code section
9 2699.3, subd.(a).

10 35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
11 Gross Settlement Amount (\$16,000.00), allocated 25% to the Aggrieved Employees (\$4,000.00) and
12 75% to LWDA (\$12,000.00) in settlement of PAGA claims.

13 36. “Participating Class Member” means a Class Member who does not submit a valid and
14 timely Request for Exclusion from the Class portion of the Settlement.

15 37. “Plaintiff” means Richard A. Azhocar, the named plaintiff in the Action.

16 38. “Preliminary Approval” means the Court’s order granting preliminary approval of the
17 Settlement.

18 39. “Release Effective Date” means the date Plaintiff, Class Members, and Aggrieved
19 Employees effectively release all claims against the Released Parties. For the Participating Class
20 Members and Aggrieved Employees, the Release Effective Date occurs on the date after the Court
21 enters Judgment and Defendants have fully funded the Settlement Fund, or if there is an objector,
22 the date after any appeal period has passed, or if a timely appeal from the Judgment is filed, the day
23 after the appellate court affirms the Judgment and issues a remitter and also after Defendants have
24 fully funded the Gross Settlement Amount.

25 40. “Released Class Claims” means the class claims being released on the Release
26 Effective Date and as described in Paragraph 67 below.

27 41. “Released PAGA Claims” means the PAGA claims being released on the Release
28 Effective Date as described in Paragraph 68 below.

1 42. “Released Parties” means: Defendants and all of Defendants’ former and present
2 officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers,
3 predecessors, successors, owners, and assigns.

4 43. “Request for Exclusion” means a Class Member’s submission of a written request to
5 be excluded from the Class portion of the Settlement signed by the Class Member.

6 44. “Response Deadline” means forty-five (45) days after the Administrator mails Class
7 Notice to Class Members and Aggrieved Employees and shall be the last date on which Class
8 Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the
9 Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom
10 Class Notice is resent after having been returned undeliverable to the Administrator shall have an
11 additional 14 calendar days beyond when the Response Deadline has expired to provide an
12 appropriate response.

13 45. “Settlement” means the disposition of the Action effected by this Agreement and the
14 Judgment.

15 46. “Workweek” means any week during which a Class Member worked for Defendants
16 for at least a portion of one day, during the Class Period.

17 **B. RECITALS.**

18 47. On December 6, 2023, Plaintiff commenced the Action by filing a complaint alleging
19 causes of action against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages
20 and Overtime; (3) Meal Period Violations; (4) Rest Period Violations; (5) Violation of Labor Code
21 §226; (6) Violation of Labor Code §221; (7) Violation of Labor Code §204; (8) Violation of Labor
22 Code §203; (9) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (10)
23 Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; (11) Failure
24 to Reimburse Necessary Business Expenses; and (12) Violation of Business & Professions Code
25 §17200 *et seq.* On December 6, 2023, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave
26 timely notice to the LWDA and Defendants that Plaintiff intended to proceed with a representative
27 action under PAGA (LWDA-CM-998240-23). On August 8, 2025, after the statutory period passed
28 and this honorable court granted Leave to File. On August 20, 2025, Plaintiff filed his First Amended

1 Complaint (Operative Complaint), adding claims for penalties under PAGA, Labor Code §2698.

2 48. Defendants deny the allegations in the Operative Complaint, deny any failure to
3 comply with the laws identified in the Operative Complaint, and deny any and all liability for the
4 causes of action alleged.

5 49. On June 10, 2025, the Parties participated in a mediation presided over by respected
6 wage and hour mediator Kelly Knight and were able to reach an agreement on general settlement
7 terms.

8 50. In advance of mediation, Class Counsel conducted a thorough investigation into the
9 facts of, and applicable law to, the Action, including speaking to current and former employees of
10 Defendants regarding Defendants' employment policies and practices. Plaintiff's counsel provided
11 Defendants' counsel with a comprehensive listing of informal discovery items required to
12 constructively mediate. Defendants responded by producing a 20% sampling of timekeeping and
13 corresponding payroll records from the 135 putative class members covering the period of December
14 6, 2019, to May 04, 2025. Prior to mediation, Plaintiff therefore obtained and analyzed the
15 production of time and payroll data for Class Members and the necessary policy documents through
16 informal discovery to properly evaluate the strengths and weaknesses of the claims and engage in
17 meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for
18 court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and
19 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

20 51. The Court has not granted class certification and the parties are stipulating to
21 conditional class certification for Settlement purposes only.

22 52. The Parties, Class Counsel and Defense Counsel represent that they are not aware of
23 any other pending matter or action asserting claims that will be extinguished or affected by the
24 Settlement.

25 **C. MONETARY TERMS.**

26 53. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
27 Defendants will pay \$240,000.00 (Two Hundred Forty Thousand Dollars with Zero Cents) to fully
28 settle, resolve, and extinguish all claims asserted in the Action, including without limitation all

1 claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does
2 not include employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
3 which Defendants will pay separately.

4 54. Schedule for Payment of the Gross Settlement Amount: Within thirty (30) days of entry
5 of the Court's Order granting Preliminary Approval of this Settlement Agreement, Defendant will
6 make the first installment payment in the process of fully funding the Gross Settlement Amount.
7 Installments in the amount of \$60,000.00 (Sixty Thousand Dollars) will be paid thirty (30) days after
8 Preliminary Approval entry and then every six (6) months thereafter until the \$240,000.00 Gross
9 Settlement Amount is fully funded. To facilitate this, the Administrator will set up a Qualified
10 Settlement Fund at preliminary approval to receive the installment payments. The Effective Date of
11 this settlement shall be the date on which the settlement is approved by the Court and the Court's
12 Final Judgment ("Final Judgment" or "Judgment") is entered and the Gross Settlement Amount has
13 been fully funded. If there is an objector, the Effective Date will be thirty (30) days after any appeal
14 period has run or any appeal is completed and the Gross Settlement Amount is fully funded.

15 55. This is a non-reversionary Settlement in which Defendants are required to pay the
16 entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to
17 Defendants. Defendants are separately and solely responsible for any employer payroll taxes owed
18 as a result of this Settlement Agreement. Defendants will deposit money, in an amount equal to the
19 Gross Settlement Amount, to pay (1) the Settlement Class per the terms of the final settlement
20 agreement, and (2) court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses
21 Payment, Administration Costs, and Class Representative Enhancement Award, and (3) PAGA
22 penalties to be paid to the LWDA and to the Aggrieved Employees into a Qualified Settlement Fund
23 established by the Settlement Administrator.

24 56. Cure Period, Interest Clause: If Defendants fail to make any payment of the Gross
25 Settlement Amount by the deadlines set forth in Paragraph 54 and pursuant to the Administrator's
26 payment timeline, and such failure continues for more than thirty (30) days after written notice from
27 the Administrator of such failure, then the unpaid portion of the Gross Settlement Amount due will
28 incur interest at the statutory rate for a judgment for wage under California law. Any such interest

1 accrued will be distributed pro rata to the Participating Class Members or otherwise as the Court
2 directs. Defendants shall have no power over transferred funds, or to alter the schedule set forth in
3 Paragraph 54 of this Agreement, absent court order. Any dispute between the Parties as to the
4 meaning and/or application of Paragraph 54 will be submitted to the Court. No interest will accrue
5 during the time that any Paragraph 54 issue is submitted to and is before the Court.

6 57. Payments from the Gross Settlement Amount. Subject to the terms and conditions of
7 this Agreement, the Administrator will make and deduct the following payments from the Gross
8 Settlement Amount in the amounts specified by the Court in the Final Approval:

9 57.1 To Plaintiff: A payment for the Class Representative Enhancement Award to the Class
10 Representative, Richard A. Azhocar, of not more than \$5,000.00 (Five Thousand Dollars) in addition
11 to any Individual Class Payment and any Individual PAGA Payment the Class Representative is
12 entitled to receive as a Participating Class Member. Additionally, this payment is separate and apart
13 from the separate individual settlement Plaintiff reached with Defendants in the separate Individual
14 Action. Defendants will not oppose Plaintiff's request for a Class Representative Enhancement
15 Award that does not exceed the \$5,000.00 amount. As part of the motion for the Class Counsel Fees
16 Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any
17 Class Representative Enhancement Award. If the Court approves a Class Representative
18 Enhancement Award less than the amount requested, the Administrator will retain the remainder in
19 the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will
20 pay the Class Representative Enhancement Award using IRS Form 1099. Plaintiff assumes full
21 responsibility and liability for employee taxes owed on the Class Representative Enhancement
22 Award.

23 57.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
24 Gross Settlement Amount, that is up to \$80,000.00, and a Class Counsel Litigation Expenses
25 Payment for reimbursement of reasonable expenses and costs incurred in the Action. Defendants
26 will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion
27 requesting Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later
28 than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the

1 Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
2 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to
3 the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall
4 have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any
5 portion of Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The
6 Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses
7 Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability
8 for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
9 Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or
10 controversy regarding any division or sharing of any of these payments.

11 57.3 To the Administrator: An Administration Costs payment not to exceed \$12,500.00
12 except for a showing of good cause and as approved by the Court. To the extent the Administration
13 Costs are less or the Court approves payment of less than \$12,500.00, the Administrator will retain
14 the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

15 57.4 To Each Participating Class Member: An Individual Class Payment is calculated by
16 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
17 Participating Class Members during the Class Period, and (b) multiplying the result by each
18 individual Participating Class Member's Workweeks.

19 57.4(a) Tax Allocation of Individual Class Payments. 20% of each Participating Class
20 Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The
21 Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each
22 Participating Class Member's Individual Class Payment will be allocated to interest and penalties
23 (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be
24 reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability
25 for any employee taxes owed on their Individual Class Payment.

26 57.4(b) Effect of Non-Participating Class Members on Calculation of Individual Class
27 Payments. Non-Participating Class Members will not receive any Individual Class Payments. The
28 Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement

1 Amount for distribution to Participating Class Members on a pro-rata basis.

2 57.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
3 \$16,000.00 (Sixteen Thousand Dollars) will be paid from the Gross Settlement Amount, with 75%
4 (\$12,000.00) allocated to the LWDA PAGA Payment and 25% (\$4,000.00) allocated to the
5 Individual PAGA Payments. Aggrieved Employees cannot request exclusion.

6 57.5(a) The Administrator will calculate each Individual PAGA Payment by (a) dividing
7 the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$4,000.00 by the total
8 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and
9 (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved
10 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
11 Payment.

12 57.5(b) If the Court approves PAGA Penalties of less than the amount requested, the
13 Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
14 Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS
15 1099 Forms.

16 **D. SETTLEMENT FUNDING AND PAYMENTS.**

17 58. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on data
18 gathered in advance of mediation, it is estimated there were 675 Class Members who collectively
19 worked a total of **25,000** Workweeks from December 6, 2019 through August 11, 2025, and 450
20 Aggrieved Employees who worked a total of 12,000 PAGA Pay Periods from December 6, 2022 to
21 August 11, 2025.

22 59. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval
23 of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a
24 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
25 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and
26 for no other purpose, and restrict access to the Class Data to Administrator employees who need
27 access to the Class Data to effect and perform under this Agreement. Defendants have a continuing
28 duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member

1 identifying information and to provide corrected or updated Class Data as soon as reasonably
2 feasible. Without any extension of the deadline by which Defendants must send the Class Data to
3 the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
4 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

5 60. Payments from the Gross Settlement Amount. The monies to be distributed to
6 Participating Class Members (i.e. the Net Settlement Amount) and Aggrieved Employees shall be
7 paid to them by the Administrator within 10 (ten) days following the receipt of the Gross Settlement
8 Amount by the Settlement Administrator from Defendants.

9 61. The Administrator will issue checks for the Individual Class Payments and/or
10 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face
11 of each check shall prominently state the date (180 days after the date of mailing) when the check
12 will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the Void Date.
13 The Administrator will send checks for Individual Settlement Payments to all Participating Class
14 Members (including those for whom the Class Notice was returned undelivered). The Administrator
15 will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-
16 Participating Class Members who qualify as Aggrieved Employees (including those for whom Class
17 Notice was returned undelivered). Before mailing any checks, the Administrator must update the
18 recipients’ mailing addresses using the National Change of Address Database.

19 62. The Administrator must conduct a Class Member Address Search for all Class
20 Members whose checks are returned undelivered without a USPS forwarding address. Within seven
21 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
22 forwarding address provided or to an address ascertained through the Class Member Address Search.
23 The Administrator need not take further steps to deliver checks to Class Members whose re-mailed
24 checks are returned as undelivered. The Administrator shall promptly send a replacement check to
25 any Class Member whose original check was lost or misplaced, requested by the Class Member prior
26 to the void date.

27 63. For any Class Member whose Individual Class Payment check or Individual PAGA
28 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the

1 funds represented by such checks to the California State Controller's Unclaimed Property Fund in
2 the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
3 California Code of Civil Procedure Section 384, subd. (b).

4 64. The payment of Individual Class Payments and Individual PAGA Payments shall not
5 obligate Defendants to confer any additional benefits or make any additional payments to Class
6 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

7 **E. RELEASES OF CLAIMS.** On the Release Effective Date, Plaintiff, Class Members,
8 Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

9 65. Plaintiff's Release. Plaintiff and his respective former and present spouses,
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases
11 and discharges Released Parties from all claims, transactions, or occurrences, that occurred during
12 the Class Period, including all claims that were, or reasonably could have been, alleged, based on
13 the facts contained in the Operative Complaint and Plaintiff's PAGA Notice ("Plaintiff's Release").
14 Plaintiff's Release also does not extend to any claims or actions to enforce this Agreement, or to any
15 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
16 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
17 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition
18 to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
19 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
20 additional facts or Plaintiff's discovery of them.

21 66. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes
22 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
23 if any, of section 1542 of the California Civil Code, which reads:

24 *A general release does not extend to claims that the creditor or releasing party*
25 *does not know or suspect to exist in his or her favor at the time of executing the release,*
26 *and that if known by him or her would have materially affected his or her settlement*
27 *with the debtor or Released Party.*

28 ///

1 67. Release by Participating Class Members: All Participating Class Members, on behalf
2 of themselves and their respective former and present representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns, release the Released Parties from those claims arising out of
4 or related to the allegations set forth in the Operative Complaint that arose during the Class Period,
5 including all statutes on which those claims are based in the Operative Complaint, including claims
6 for: failure to pay for all hours worked/compensation due for services, wages, minimum wages,
7 overtime, premium payments, meal periods, rest periods, pay reporting time pay; failure to provide
8 payment of wages during employment and payment of wages at termination; failure to maintain and
9 provide accurate and complete records; failure to reimburse for necessary business expenses; failure
10 to provide sick pay, COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or
11 compensation related to any or all of the foregoing, which are based on the facts alleged in the
12 Action; restitution related to any or all of the foregoing, which are based on the facts alleged in the
13 Action; and any penalties, including statutory or civil penalties, related to any or all of the foregoing.
14 This release includes any and all claims pursuant to: California Labor Code §§ 90.5, 201, 202, 203,
15 204, 206.5, 210, 218.5, 221, 226, 226.2, 226.3, 226.7, 246, 248 *et. seq.*, 248.1, 248.2, 248.5, 432.5,
16 510, 512, 551, 552, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5,
17 1199, 1198.5, 1199 and 2802; the Fair Labor Standards Act; California Business & Professions Code
18 § 17200 *et seq.*; California Code of Civil Procedure § 1021.5; and the California Industrial Welfare
19 Commission Wage Orders MW-2014 (collectively, the “Released Class Claims”). The Released
20 Class Claims apply to claims arising during the Class Period. Except as set forth in Paragraph 67 of
21 this Agreement, Participating Class Members do not release any other claims, including claims for
22 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
23 unemployment insurance, disability, social security, workers’ compensation, or claims based on
24 facts occurring outside the Class Period.

25 68. Release by Aggrieved Employees: All Aggrieved Employees, including Non-
26 Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of
27 themselves and their respective former and present representatives, agents, attorneys, heirs,
28 administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties

1 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
2 Complaint, the PAGA Notice, and ascertained in the course of the Action, including PAGA Penalties
3 claims premised on: California Labor Code §§ § 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3,
4 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2,
5 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; failure to pay for all hours
6 worked/compensation due for services, wages, minimum wages, overtime, premium payments, meal
7 periods, rest periods, pay reporting time pay; failure to provide payment of wages during
8 employment and payment of wages at termination; failure to maintain and provide accurate and
9 complete records; failure to reimburse for necessary business expenses; failure to provide sick pay,
10 COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or compensation related
11 to any or all of the foregoing, which are based on the facts alleged in the Action (“Released PAGA
12 Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.

13 69. Release Effective Date: As of the Release Effective Date, as defined above, all
14 Participating Class Members shall be enjoined from filing, joining or becoming a party, member or
15 representative in any actions, claims, complaints, or proceedings in any state or federal court on an
16 individual, representative, collective or class action basis, or from initiating any other proceedings
17 regarding any of the Released Class Claims identified herein. In addition, upon the Release Effective
18 Date, all eligible Aggrieved Employees shall be enjoined from filing, joining, or becoming a party,
19 member or representative in any actions, claims, complaints, or proceedings in any state or federal
20 court on an individual, representative, collective or class action basis, or from initiating any other
21 proceedings to the extent such actions, claims, complaints, or proceedings are based on the Released
22 PAGA Claims released through this Settlement

23 **F. MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a
24 motion for preliminary approval (“Motion for Preliminary Approval”) within thirty (30) days of the
25 full execution of this Class Action and PAGA Settlement Agreement.

26 70. Defendants’ Statement of Non-Opposition in Support of Preliminary Approval.
27 Defendants may file a statement of non-opposition in support of preliminary approval to be filed
28 with or after the Motion for Preliminary Approval documents.

1 71. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
2 Preliminary Approval, including: (i) a draft of the notice, memorandum in support, Motion for
3 Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request
4 for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2));
5 (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice, (iv) a signed
6 declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement
7 and attesting to its willingness to serve; competency; operative procedures for protecting the security
8 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
9 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
10 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
11 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
12 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or
13 the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its competency to
14 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
15 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint
16 (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2));
17 and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or
18 the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware
19 of any other pending matter or action asserting claims that will be extinguished or adversely affected
20 by the Settlement.

21 72. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
22 responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will
23 complete and file the Motion for Preliminary Approval within thirty (30) days, obtain the earliest
24 possible hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
25 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the
26 Court, and deliver the Court's Preliminary Approval to the Administrator.

27 73. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
28 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense

1 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
2 telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
3 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
4 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
5 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the
6 Court's concerns.

7 **G. SETTLEMENT ADMINISTRATION.**

8 74. Selection of Administrator. The Parties have jointly selected Apex to serve as the
9 Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound
10 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
11 for payment of Administration Costs. The Parties and their Counsel represent that they have no
12 interest or relationship, financial or otherwise, with the Administrator other than a professional
13 relationship arising out of prior experiences administering settlements.

14 75. Employer Identification Number. The Administrator shall have and use its own
15 employer identification number for purposes of calculating payroll tax withholdings and providing
16 reports to state and federal tax authorities.

17 76. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
18 meets the requirements of a "Qualified Settlement Fund" ("QSF") under US Treasury Regulation
19 section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the
20 Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator will
21 become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF
22 will be fully funded in one payment as addressed above.

23 77. Notice to Class Members.

24 77.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
25 shall notify Class Counsel that the list has been received and state the number of Class Members,
26 Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

27 77.2 Using best efforts to perform as soon as possible, and in no event later than 14
28 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members

1 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
2 Notice with Spanish translation if the parties deem necessary substantially in the form attached to
3 this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar
4 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
5 Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts.
6 Before mailing Class Notice, the Administrator shall update Class Member addresses using the
7 National Change of Address Database.

8 77.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
9 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
10 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
11 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
12 the most current address obtained. The Administrator has no obligation to make further attempts to
13 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
14 time.

15 77.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or
16 PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
17 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
18 whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
19 with the re-mailed Class Notice.

20 77.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
21 discovers any persons who believe they should have been included in the Class Data and should
22 have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone,
23 and in good faith in an effort to agree on whether to include them as Class Members. If the Parties
24 agree, such persons will be Class Members entitled to the same rights as other Class Members, and
25 the Administrator will send, via email or overnight delivery, a Class Notice requiring them to
26 exercise options under this Agreement not later than 14 (fourteen) days after receipt of Class Notice,
27 or the deadline dates in the Class Notice, whichever are later.

28 ///

1 78. Requests for Exclusion (Opt-Outs).

2 78.1 Class Members who wish to exclude themselves (opt-out of) the Class portion of the
3 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
4 Exclusion not later than 45 (forty-five) days after the Administrator mails the Class Notice (plus an
5 additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for
6 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
7 the Class Member's election to be excluded from the Class portion of the Settlement and includes
8 the Class Member's name, address and email address or telephone number. To be valid, a Request
9 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

10 78.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to
11 contain all the information specified in the Class Notice, so long as the Request for Exclusion is
12 received within the time periods described in Paragraph 77.1. The Administrator shall accept any
13 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person
14 as a Class Member and the Class Member's desire to be excluded. The Administrator's
15 determination shall be final and not appealable or otherwise susceptible to challenge. If the
16 Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator
17 may demand additional proof of the Class Member's identity. The Administrator's determination of
18 authenticity shall be final and not appealable or otherwise susceptible to challenge.

19 78.3 Every Class Member who does not submit a timely and valid Request for Exclusion is
20 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound
21 by all terms and conditions of the Settlement, including the Participating Class Members' releases
22 under Paragraphs 66 and 67 of this Agreement, regardless of whether the Participating Class
23 Member actually receives the Class Notice or objects to the Settlement.

24 78.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-
25 Participating Class Member and shall not receive an Individual Class Payment or have the right to
26 object to the class action components of the Settlement. Because future PAGA claims are subject to
27 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved
28 Employees are deemed to release the Released PAGA Claims identified in Paragraph 67 of this

1 Agreement and are eligible for an Individual PAGA Payment.

2 79. Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-
3 five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
4 Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA
5 Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge
6 the allocation by communicating with the Administrator via fax, email or mail. The Administrator
7 must encourage the challenging Class Member to submit supporting documentation. In the absence
8 of any contrary documentation, the Administrator is entitled to presume that the Workweeks and
9 PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the
10 Class Data. The Administrator's determination of each Class Member's allocation of Workweeks
11 and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge.
12 The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks
13 and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's
14 determination of the challenges.

15 80. Objections to Settlement.

16 80.1 Only Participating Class Members may object to the class action components of the
17 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
18 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
19 and/or Class Representative Enhancement Award.

20 80.2 Participating Class Members may send written objections to the Administrator, by fax,
21 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
22 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
23 Participating Class Member who elects to send a written objection to the Administrator must do so
24 not later than 45 (forty-five) days after the Administrator's mailing of the Class Notice (plus an
25 additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

26 80.3 Non-Participating Class Members have no right to object to any of the class action
27 components of the Settlement.

28 ///

1 81. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
2 be performed or observed by the Administrator contained in this Agreement or otherwise.

3 81.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
4 maintain and use an internet website to post information of interest to Class Members including the
5 date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for
6 Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, motion for
7 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
8 Enhancement Award, the Final Approval, and the Judgment. The Administrator will also maintain
9 and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes
10 and emails.

11 81.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
12 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
13 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
14 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and
15 other identifying information of Class Members who have timely submitted valid Requests for
16 Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members
17 who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
18 submitted (whether valid or invalid).

19 81.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
20 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
21 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
22 invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received
23 and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments
24 (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity
25 of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

26 81.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority
27 to address and make final decisions consistent with the terms of this Agreement on all Class Member
28 challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s

1 decision shall be final and not appealable or otherwise susceptible to challenge.

2 81.5 Administrator's Declaration. Not later than 14 (fourteen) days before the date by which
3 Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class
4 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
5 diligence and compliance with all of its obligations under this Agreement, including, but not limited
6 to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class
7 Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received
8 (both valid or invalid), the number of written objections and attach the Exclusion List. The
9 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.
10 Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

11 81.6 Final Report by Settlement Administrator. Within 10 (ten) days after the Administrator
12 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
13 and Defense Counsel with a final report detailing its disbursements by employee identification
14 number only of all payments made under this Agreement. At least 15 (fifteen) days before any
15 deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
16 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments
17 required under this Agreement. Class Counsel is responsible for filing the Administrator's
18 declaration in Court.

19 **F. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on data gathered
20 through the June 10, 2025, mediation, it is estimated that there are 675 Class Members who
21 collectively worked a total of **25,000** Workweeks from December 6, 2019 through August 11, 2025.
22 If it is determined that the total number of Workweeks is greater than **27,500** as of Preliminary
23 Approval (i.e. a 10% increase or more than 25,000 workweeks), the Gross Settlement Amount will
24 be increased by the same number of percentage points above 10% by which the actual number of
25 Workweeks exceeds 27,500. Alternatively, Defendants may elect to shorten the Class Period to stay
26 within the ten percent cushion, i.e., 27,500 Workweeks. If this provision is triggered so as to increase
27 the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount
28 allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees

1 remains one third of the Gross Settlement Amount after the upward adjustment required by this
2 provision is implemented.

3 **G. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
4 Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class
5 Members, Defendants may, but are not obligated, to elect to withdraw from the Settlement. The
6 Parties agree that, if Defendants withdraw, the Settlement shall be *void ab initio*, have no force or
7 effect whatsoever, and that neither Party will have any further obligation to perform under this
8 Agreement; provided, however, Defendants will remain responsible for paying all Administration
9 Costs incurred to that point. Defendants must notify Class Counsel and the Court of its election to
10 withdraw not later than twenty (20) days after the Administrator sends the final Exclusion List to
11 Defense Counsel; late elections will have no effect.

12 **H. MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before
13 the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file
14 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
15 PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final
16 Approval; and a proposed Judgment (collectively "Motion for Final Approval").

17 82. Response to Objections. Each Party retains the right to respond to any objection raised
18 by a Participating Class Member, including the right to file responsive documents in Court no later
19 than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by
20 the Court.

21 83. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
22 Approval on any material change to the Settlement (including, but not limited to, the scope of release
23 to be granted by Class Members), the Parties will expeditiously work together in good faith to
24 address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The
25 Court's decision to award less than the amounts requested for the Class Representative Enhancement
26 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
27 Administration Costs shall not constitute a material modification to the Agreement within the
28 meaning of this paragraph.

1 84. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
2 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
3 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and
4 (iii) addressing such post-Judgment matters as are permitted by law.

5 85. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
6 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
7 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
8 counsel, and all Participating Class Members who did not object to the Settlement as provided in
9 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment
10 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
11 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to
12 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
13 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
14 and the Judgment becomes final.

15 86. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
16 reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material
17 modification of this Agreement (including, but not limited to, the scope of release to be granted by
18 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
19 work together in good faith to address the appellate court's concerns and to obtain Final Approval
20 and Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred
21 after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class
22 Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation
23 Expenses Payment shall not constitute a material modification of the Judgment within the meaning
24 of this paragraph, as long as the Gross Settlement Amount remains unchanged.

25 **I. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
26 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
27 judgment.

28 ///

1 **J. ADDITIONAL PROVISIONS.**

2 87. No Admission of Liability, Class Certification or Representative Manageability for
3 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
4 Nothing in this Agreement is intended or should be construed as an admission by Defendants that
5 any of the allegations in the Operative Complaint has merit or that Defendants have any liability for
6 any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
7 Defendants' defenses in the Action have merit. The Parties agree that class certification and
8 representative treatment is for purposes of this Settlement only. If, for any reason, the Court does
9 not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to
10 contest certification of any class for any reason, Defendants reserve all available defenses to the
11 claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds
12 available and to contest Defendants' defenses. The Settlement, this Agreement and Parties'
13 willingness to settle the Action will have no bearing on, and will not be admissible in connection
14 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
15 Agreement).

16 88. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants,
17 and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they
18 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person
19 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
20 specifically or generally, to any person, corporation, association, government agency, or other entity
21 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
22 this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report
23 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
24 response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
25 to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking
26 such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not
27 to, directly or indirectly, initiate any conversation or other communication, before the filing of the
28 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters

1 giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that
2 effect. This paragraph does not restrict Class Counsel’s communications with Class Members in
3 accordance with Class Counsel’s ethical obligations owed to Class Members.

4 89. Further Confidentiality. Plaintiff and Class Counsel will not issue press releases,
5 reference the Action by party name, communicate with, or respond to any media or publication
6 entities, publish information in manner or form, whether printed or electronic, on any medium or
7 otherwise communicate, whether by print, video, recording, or any other medium, with any person
8 or entity concerning the Settlement, its terms or contents, and the negotiations underlying the
9 Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set
10 forth herein.

11 90. No Solicitation. The Parties separately agree that they and their respective counsel and
12 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from
13 the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to
14 communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to
15 Class Members.

16 91. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
17 together with its attached exhibits shall constitute the entire agreement between the Parties relating
18 to the Settlement, superseding any and all oral representations, warranties, covenants, or
19 inducements made to or by any Party.

20 92. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
21 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
22 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
23 terms, and to execute any other documents reasonably required to effectuate the terms of this
24 Agreement including any amendments to this Agreement.

25 93. Cooperation. The Parties and their counsel will cooperate with each other and use their
26 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
27 Agreement, submitting supplemental evidence and supplementing points and authorities as
28 requested by the Court. In the event the Parties are unable to agree upon the form or content of any

1 document necessary to implement the Settlement, or on any modification of the Agreement that may
2 become necessary to implement the Settlement, the Parties will seek the assistance of mediator
3 Steven Rottman for resolution.

4 94. No Prior Assignments. The Parties separately represent and warrant that they have not
5 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
6 to any person or entity and portion of any liability, claim, demand, action, cause of action, or right
7 released and discharged by the Party in this Settlement.

8 95. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
9 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
10 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
11 10, as amended) or otherwise.

12 96. Modification of Agreement. This Agreement, and all parts of it, may be amended,
13 modified, changed, or waived only by an express written instrument signed by all Parties or their
14 representatives, and approved by the Court.

15 97. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
16 the benefit of, the successors of each of the Parties.

17 98. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
18 governed by and interpreted according to the internal laws of the State of California, without regard
19 to conflict of law principles.

20 99. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
21 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
22 was the drafter or participated in the drafting.

23 100. Confidentiality. To the extent permitted by law, all agreements made, and orders
24 entered during Action and in this Agreement relating to the confidentiality of information shall
25 survive the execution of this Agreement.

26 101. Headings. The descriptive heading of any section or paragraph of this Agreement is
27 inserted for convenience of reference only and does not constitute a part of this Agreement.

28 102. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall

1 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
2 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

3 103. Notice. All notices, demands, or other communications between the Parties in
4 connection with this Agreement will be in writing and deemed to have been duly given as of the
5 third business day after mailing by United States mail, or the day sent by email or messenger,
6 addressed as follows:

7 To Plaintiff:

8 **D.LAW, INC.**
9 David Yeremian
10 d.yeremian@d.law
11 Alvin B. Lindsay
12 a.lindsay@d.law
13 William Tran
14 w.tran@d.law
15 450 N. Brand Blvd., Suite 840
16 Glendale, CA 91203
17 Telephone: (818) 962-6465
18 Facsimile: (818) 962-6469

14 To Defendants:

15 **O'HAGAN MEYER**
16 David Nusz (SBN 156298)
17 dnusz@ohaganmeyer.com
18 4695 MacArthur Court, Suite 900
19 Newport Beach, CA 92660
20 Telephone: (949) 942-8500
21 Facsimile: (949) 942-8510

19 104. Execution in Counterparts. This Agreement may be executed in one or more
20 counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this
21 Agreement shall be accepted as an original. All executed counterparts and each of them will be
22 deemed to be one and the same instrument if counsel for the Parties will exchange between
23 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
24 the existence and contents of this Agreement.

25 105. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
26 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
27 that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring
28 a case to trial under CCP section 583.310 for the entire period of this settlement process.

1 106. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
2 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
3 Defendants in connection with the mediation, other settlement negotiations, or in connection with
4 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
5 be used in any way that violates any existing contractual agreement, statute, or rule of court. Not
6 later than 90 days after the date when the Court discharges the Administrator’s obligation to provide
7 a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper
8 and electronic versions of Class Data received from Defendants unless, prior to the Court’s discharge
9 of the Administrator’s obligation, Defendants make a written request to Class Counsel for the return,
10 rather than the destructions, of Class Data.

11 107. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
12 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents, so as to define all provisions of this Agreement valid
14 and enforceable.

15 108. Severability. In the event that one or more of the provisions contained in this
16 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
17 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
18 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved
19 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
20 had never been included in this Agreement.

21 ///

22 ///

23 ///

24

25

26

27

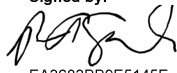
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO AGREED.

By the Parties:

DATED: 8/27/2025

Signed by:

EA3683BB9E5145E...

Plaintiff Richard A. Azhocar

DATED: _____

Defendant, ACCEL FRAMING, INC.


By: _____

Position: _____

Approved by Counsel:

DATED: August 27, 2025

D.LAW, INC.

By: 

David Yeremian
Alvin Lindsay
William Tran
Counsel for Plaintiff Richard A. Azhocar

DATED: _____, 2025

O'HAGAN MEYER

By: _____

David Nusz
Attorneys for Defendants, ACCEL FRAMING, INC

1 **IT IS SO AGREED.**

2 By the Parties:

3
4 DATED: _____

Plaintiff Richard A. Azhocar

5
6
7 DATED: 09/02/2025

Ryan Holmes _____
Defendant, ACCEL FRAMING, INC.

8
9 By: Ryan Holmes _____
10 Position: President _____

11
12 Approved by Counsel:

13
14 DATED: _____, 2025

D.LAW, INC.

15 By: _____
16 David Yeremian
17 Alvin Lindsay
18 William Tran
19 Counsel for Plaintiff Richard A. Azhocar

20 DATED: 09/02/2025, 2025

O'HAGAN MEYER

21 By: *David Nusz* _____
22 David Nusz
23 Attorneys for Defendants, ACCEL FRAMING, INC