

1 **D.LAW, INC.**
2 Alvin B. Lindsay (SBN 220236)
3 a.lindsay@d.law
4 Enoch J. Kim (SBN 261146)
5 e.kim@d.law
6 William Tran (SBN 335908)
7 w.tran@d.law
8 Antonia McKee (SBN 344511)
9 a.bliznets@d.law
10 250 N Madison Ave., 2nd Floor
11 Pasadena, CA 91101
12 Telephone: (818) 962-6465
13 Facsimile: (818) 962-6469

FILED B.P.
Clerk of the Superior Court

MAY 20 2026

By: B. Delgado, Deputy

14 Attorneys for Plaintiff RICHARD A. AZHOCAR,
15 on behalf of himself and others similarly situated and aggrieved

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

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

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

CLASS ACTION

20 Plaintiff,

Assigned for All Purposes To:
Hon. Marcella O. McLaughlin
Dept.: C-72

21 vs.

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

**AMENDED [PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF THE
PARTIES' CLASS AND PAGA ACTION
SETTLEMENT AGREEMENT**

25 Defendants.

Date: April 10, 2026
Time: 9:30 a.m.
Location: Department C-72

Original Complaint Filed: December 06, 2023
Amended Complaint Filed: August 20, 2025
Trial Date: none set

ORDER

1
2 Plaintiff Richard A. Azhocar (“Plaintiff”), on behalf of himself and other similarly situated
3 employees of Defendant Accel Framing, Inc. (“Defendant”) (collectively, “the Parties”), filed a
4 Motion for Preliminary Approval of the Parties’ Class and PAGA Action Settlement Agreement
5 (“Settlement Agreement”) (which is attached as Exhibit 1 to the Declaration of Enoch J. Kim
6 (“Kim Decl.”)). The Motion was set for hearing on April 10, 2026, at 9:30 a.m. in Department C-
7 72 of the San Diego Superior Court located at 330 W Broadway, San Diego, CA 92101. The
8 Court, having considered the Settlement Agreement and the proposed Notice of Class and PAGA
9 Action Settlement (“Class Notice”) (which is attached as Exhibit 1 to this order), the submissions
10 of counsel, and all other papers filed in this litigation, hereby ORDERS as follows:

11 1. Plaintiff’s Motion for Preliminary Approval of the Parties’ Settlement Agreement,
12 which is attached as Exhibit 1 to the Declaration of Enoch J. Kim, is GRANTED;

13 2. This Order incorporates by reference the definitions in the Settlement Agreement,
14 and all terms defined therein will have the same meaning as in this Order;

15 3. The Court conditionally certifies a Class consisting of all non-exempt, hourly
16 individuals that worked for Defendants in California during the Settlement Class Period, which is
17 the period from December 6, 2019, through August 11, 2025. (Kim Decl., Exhibit 1, Settlement
18 Agreement ¶ 5).

19 4. The class action settlement contemplated by the Settlement Agreement is
20 preliminarily approved based upon the terms set forth in the Settlement Agreement. The
21 Settlement appears to be fair, adequate, and reasonable for the Class and falls within the range of
22 reasonableness that could ultimately be granted final approval by the Court.

23 5. The Court preliminarily finds, for settlement purposes only, that the Settlement
24 Class meets (i) the ascertainability and numerosity requirements; (ii) the commonality
25 requirement because, in the absence of class certification and settlement, each individual Class
26 Member would have to litigate core common issues of law and fact, all relating to Defendant’s
27 alleged wage-and-hour violations asserted in the Action; (iii) the typicality requirement because
28 Plaintiff and Class Members’ claims all arise from the same alleged events and course of conduct,

1 and are based on the same legal theories; and (iv) the adequacy of representation requirement
2 because Plaintiff has the same interests as all members of the Class and are represented by
3 experienced and competent counsel. The Court further finds, preliminarily and for settlement
4 purposes only, that common issues predominate over individual issues in this litigation and that
5 class treatment is superior to the other means of resolving this dispute.

6 6. The preliminary approval of the class action settlement includes the approval for
7 purposes of the Settlement of Alvin B. Lindsay, William Tran, Enoch J. Kim, Antonia McKee,
8 and the attorneys of D.Law, Inc. as Class Counsel, Plaintiff Richard A. Azhocar as Class
9 Representative, and Apex Class Action Administrators (“Apex”) as the Settlement Administrator.
10 Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or
11 consents required by or which may be given pursuant to the Settlement Agreement and such other
12 acts reasonably necessary to consummate the Settlement. The Settlement Administrator is
13 authorized to perform such acts as set forth in this Order and the Settlement Agreement.

14 7. The Court grants approval of the PAGA settlement pursuant to the terms and
15 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
16 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
17 § 2699(1)(2).

18 8. The Class Notice advises the Class of the material terms and provisions of the
19 Settlement, the procedure for approval thereof, and their rights with respect thereto, and is
20 approved as to form and content. The Court approves the procedures set forth in the Settlement
21 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set
22 forth in the Class Notice.

23 9. The Class Notice will be sent in a Class Notice packet by first-class mail to the
24 Class Members in accordance with the schedule set forth in the Settlement Agreement. The dates
25 selected for the mailing and distribution of the Class Notice, and the other dates as set forth in the
26 Settlement Agreement, meet the requirements of due process and provide the best notice
27 practicable under the circumstances, and will constitute due and sufficient notice to all persons
28 entitled thereto.

1 10. Each Class Member who wishes to be excluded from the Class portion of the
2 Settlement must submit a written request to be excluded from the class portion of the Settlement
3 by the deadline set forth in the Class Notice. Any Class Member who does not submit a timely
4 request to be excluded from the class portion of the Settlement consistent with the terms of the
5 Settlement Agreement shall be bound by the terms of the Settlement Agreement.

6 11. Only Participating Class Members may object to the class portion of the
7 Settlement, including contesting the fairness of the Settlement and/or amounts requested for the
8 Class Representative Enhancement Award, Settlement Administration Costs, and/or Class
9 Counsel Fees Payment and Class Counsel Litigation Expenses, consisting of attorneys' fees to
10 Class Counsel and litigation costs incurred in pursuing this Action. Settlement Class Members
11 may send written objections to the Settlement Administrator by the deadline set forth in the Class
12 Notice. Settlement Class Members may also appear in Court (or hire an attorney to appear in
13 Court at their own expense) to present verbal objections at the Final Approval Hearing.

14 12. A Final Approval Hearing on the question of whether the proposed Settlement,
15 Class Representative Enhancement Award, Settlement Administration Costs, Class Counsel Fees
16 Payment, and Class Counsel Litigation Expenses, should be approved as fair, reasonable, and
17 adequate as to the Class and whether the Settlement should be given final approval is scheduled
18 on: OCT. 02, 2026 at 9:30am. Plaintiff shall file a motion for final approval of the
19 Settlement no later than 16 court days prior to the Final Approval Hearing.

20 13. The Settlement Agreement will not be construed as an admission or evidence of
21 either liability or the appropriateness of class certification in the non-settlement context, as more
22 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the
23 rights of Defendant to oppose certification of a class in this Action should the proposed
24 Settlement not be granted final approval. If, for any reason, the Court does not grant final
25 approval of the Settlement, all evidence and proceedings held in connection therewith shall be
26 without prejudice to the status quo ante rights of the parties to the litigation as more specifically
27 set forth in the Settlement Agreement.

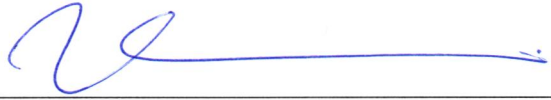
28

1 14. All further proceedings in this Action are stayed except such proceedings
2 necessary to review, approve, and implement this Settlement.

3 15. The Court finds that all required notifications and submissions to the California
4 Labor and Workforce Development Agency (“LWDA”) about the Settlement Agreement and
5 Motion have been made by Plaintiff in the time and manner specified under PAGA.

6 **IT IS SO ORDERED.**

7 *MAY 20,*
8 Dated: April __, 2026
9 *h.*



Honorable Marcella O McLaughlin
Judge of the Superior Court

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EXHIBIT 1

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT (“Notice”)

Azhocar v. Accel Framing, Inc., et al.

San Diego County Superior Court Case No. 37-2023-00053185-CU-OE-CTL (“Court”)

*A court has authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
Your legal rights are affected whether you act or do not act.*

To: All non-exempt, hourly employees who worked for Defendant Accel Framing, Inc. (“Defendant” or “Accel Framing”) in California during the Class Period, which is December 6, 2019 through August 11, 2025 (the “Class”).

YOU MAY BE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS ACTION AND PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a Settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval of the Settlement. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Settlement Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	<p>If you do not want to participate in the Class portion of the Settlement, you may exclude yourself (opt out) from the Class portion of the Settlement. If you exclude yourself from the Class portion of the Settlement, you will not receive an Individual Class Payment (defined below). This is the only option that allows you to pursue your own Class claims (in your own lawsuit) against Defendant about the legal claims in the Lawsuit.</p> <p>However, even if you exclude yourself from the Class portion of the Settlement, you will still receive your Individual PAGA Payment from the PAGA portion of the Settlement if eligible and be bound by it as further explained below.</p>
OBJECT	Write to the Court if you think the Settlement is not fair or you can appear at a hearing to explain to the Court why you think the Settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **INNOVATIVE CONSTRUCTION SOLUTIONS WILL NOT RETALIATE IN ANY MANNER AGAINST ANYONE FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

BACKGROUND ON THE LAWSUIT

1. Why did I get this notice?

You received this notice because Accel Framing's records identify you as someone who worked for Accel Framing in California as a non-exempt hourly employee at any time from December 6, 2019 through August 11, 2025, making you a "Class Member" during the "Class Period." The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant in California as a non-exempt hourly employee at any time from December 6, 2022 through August 11, 2025 ("PAGA Period").

The purpose of this notice is to explain the lawsuit, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court has already preliminarily approved the proposed Settlement and directed that you receive this notice. The Court will hold a final approval hearing (details provided below) to determine whether to finally approve the Settlement.

2. What is this Class and PAGA Lawsuit about?

Plaintiff, Richard A. Azhocar ("Plaintiff" or "Class Representative") initiated this wage and hour class and representative action against Defendant on December 06, 2023. Also, on December 06, 2023, Plaintiff sent a letter to the LWDA and Defendant advising of his PAGA claims ("PAGA Notice"). The First Amended Complaint filed on August 20, 2025 ("Operative Complaint") alleges claims against Defendant for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime; (3) Meal Period Violations; (4) Rest Period Violations; (5) Violation of Labor Code §226; (6) Violation of Labor Code §221; (7) Violation of Labor Code §204; (8) Violation of Labor Code §203; (9) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (10) Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; (11) Failure to Reimburse Necessary Business Expenses; and (12) Violation of Business & Professions Code §17200 *et seq*; and (13) Penalties under PAGA, Labor Code § 2698 (the "Lawsuit"). Plaintiff's class action and representative claims are on behalf of all current and former non-exempt hourly employees who worked for Defendant in California during the Class Period. Collectively, Plaintiff and Defendant are referred to as the "Parties."

Defendant denies all allegations in the Lawsuit and contends that it has fully complied with the California Labor Code. The Settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated or that this case was suitable for class or representative treatment.

On June 10, 2025, through arms-length negotiations with an experienced wage and hour mediator, Kelly Knight, the Parties settled the Lawsuit ("Settlement") subject to Court approval. The Settlement is memorialized in a "Class Action and PAGA Settlement Agreement" ("Agreement").

3. Why is there a Settlement?

The Court has not decided in favor of Plaintiff or Defendant or made any decision as to whether this case could proceed on a class or representative basis. Instead, with the assistance of an experienced and neutral mediator, the parties successfully negotiated the Settlement to resolve the Lawsuit rather than continue the expensive and time-consuming process of litigation.

Plaintiff and his attorneys strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees.

4. Who are the Attorneys for the Parties?

Counsel for Plaintiff and the Class (“Class Counsel”)

David Yeremian, Esq.
Alvin Lindsay, Esq.
William Tran, Esq.
D.LAW, INC.
450 North Brand, Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Counsel for Defendant

David Nusz, Esq.
O’HAGAN MEYER
4695 MacArthur Court, Suite 900
Newport Beach, CA 92660
Telephone: (949) 942-8500
Facsimile: (949) 942-8510

THE TERMS OF THE SETTLEMENT

5. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$240,000.00 (the “Gross Settlement Amount”). From the Gross Settlement Amount, Class Counsel will apply to the Court for attorneys’ fees of \$80,000.00 and reimbursement of reasonable expenses and costs incurred in the Action; a payment of up to \$5,000.00 to the named Plaintiff for his time and effort to initiate and prosecute the Lawsuit (“Class Representative Service Payment”); \$12,000.00 to the California Labor Workforce Development Agency (“LWDA”) out of \$16,000.00 allocated to PAGA penalties (“PAGA Penalties”); \$4,000.00 in Individual PAGA Payments to the Aggrieved Employees based on the number of pay periods worked during the PAGA Period (“PAGA Pay Periods”; and payment not to exceed \$12,500.00 to Apex Class Action (“Settlement Administrator”) for settlement administration expenses (“Administration Costs”). The exact amount of the attorneys’ fees, litigation costs, Class Representative Service Payments, and Administration Costs will be determined by the Court at the Final Approval Hearing. The remaining portion of the Gross Settlement Amount (“Net Settlement Amount”) is currently estimated to be approximately **\$XXX,000.00**. The Net Settlement Amount will be apportioned and paid out to Class Members who do not opt out from the Settlement (“Settlement Class Members”) as individual payments based on the number of Workweeks worked during the Class Period (“Individual Class Payments”).

Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Court grants final approval of the Settlement and enters judgment, or the date any appeal period runs if there is an objector, or if a timely appeal from the judgment is filed, the day after the appellate court affirms the judgment and issues a remittitur. Distribution of the Individual Class Payments to the Settlement Class Members and Individual PAGA Payments to the Aggrieved Employees shall be paid to them by the Administrator within 10 (ten) days following the receipt of the Gross Settlement Amount by the Settlement Administrator from Defendants.

6. How will the Individual Settlement Payments to Settlement Class Members be calculated?

Settlement Class Members will receive Individual Class Payments as a proportional amount of the Net Settlement Amount. **A claim form is not required.** Class Members who opt out of the class portion of the Settlement will not receive an Individual Class Payment and will not be bound by the class portion of the Settlement.

Each Settlement Class Member's Individual Class Payment will be a pro-rata share of the Net Settlement Amount based on the number of workweeks worked during the Class Period ("Workweeks"). The Settlement Administrator will calculate the total Workweeks for all Settlement Class Members. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the pro-rata share of the Net Settlement Amount that each Settlement Class Member would be entitled to.

All Individual Class Payments to Settlement Class Members shall be allocated as follows for tax purposes: 10% of each Participating Class Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 45% of each Participating Class Member's Individual Class Payment will be allocated to interest and the remaining 45% allocated to penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

Your total estimated Workweeks is [REDACTED]. Based on that, your anticipated approximate Individual Class Payment is [REDACTED].

7. How will the PAGA Penalties be allocated to the LWDA and Aggrieved Employees?

The Parties will ask the Court to approve \$16,000.00 in PAGA Penalties for claims of civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties, or \$12,000.00, will be paid to the LWDA ("LWDA PAGA Payment"). The remaining 25% of the PAGA Penalties, or \$4,000.00, will be paid to Aggrieved Employees ("Individual PAGA Payment").

No claim form is required to receive an Individual PAGA Payment. Because Aggrieved Employees cannot opt out of the PAGA portion of the Settlement, Aggrieved Employees will receive an Individual PAGA Payment and be bound by the PAGA portion of the Settlement even if they opt out of the Class portion of the Settlement.

Each Aggrieved Employee's Individual PAGA Payment will be a pro-rata share of the 25% (\$4,000.00) of the PAGA Penalties to be distributed to Aggrieved Employees. Individual PAGA Payments will be based on the number of PAGA Pay Periods that each Aggrieved Employee worked for Defendant during the PAGA Period as a proportion of all PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099 will be issued, if required by law.

Your total estimated Pay Periods is [REDACTED]. Based on that, your anticipated Individual PAGA Payment is [REDACTED].

HOW TO GET A PAYMENT

8. How can I get a settlement payment?

If you do nothing, you will automatically receive your Individual Class Payment and Individual PAGA Payment (if any) after the Court's approval of the Settlement becomes final. You must notify the Settlement Administrator of any change in your name, mailing address, and/or telephone number if the information shown on this is not correct.

It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you. You can contact the Settlement Administrator by U.S. Mail, email, or phone at [REDACTED] if you need to update contact information.

9. **What do I do if I believe my Workweeks and/or PAGA Pay Periods are incorrect?**

If you believe the Workweeks and/or PAGA Pay Periods above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before [redacted], 2026. [60 days within mailing of Notice] You should include any documents or other information which supports what you believe to be the number of Workweeks and/or PAGA Pay Periods you worked. The Settlement Administrator will resolve any dispute regarding these issues based on Defendant's records and any information you provide.

10. **When can I expect to receive a settlement check?**

Individual Class Payments and Individual PAGA Payments will be mailed to Settlement Class Members and Aggrieved Employees approximately 28 days after the Court's approval of the Settlement becomes final if the Settlement Administrator determines that the First Payment will fund the entirety of the Individual Class Payments and Individual PAGA Payments; otherwise, the Individual Class Payments and the Individual PAGA Payments, along with all the other payments from the Gross Settlement Amount, will be made following the Second Payment, which would occur approximately one year after the Court's final approval of the Settlement.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks that remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Settlement Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

11. **What am I giving up to get an Individual Settlement Payment?**

If the Court approves this Settlement and unless you exclude yourself from the Class portion of the Settlement, you will become a Settlement Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the Class claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the claims described below:

Release by Settlement 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 the Released Parties from those claims arising out of or related to the allegations set forth in the Operative Complaint that arose during the Class Period, including all statutes on which those claims are based in the Operative Complaint, including claims for: failure to pay for all hours worked/compensation due for services, wages, minimum wages, overtime, premium payments, meal periods, rest periods, pay reporting time pay; failure to provide payment of wages during employment and payment of wages at termination; failure to maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; failure to provide sick pay, COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action; restitution related to any or all of the foregoing, which are based on the facts alleged in the Action; and any penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes any and all claims pursuant to: California Labor Code §§ 90.5, 201, 202, 203, 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, 510, 512, 551, 552, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1198.5, 1199 and 2802; the Fair Labor Standards Act; California Business & Professions Code § 17200 *et seq.*; California Code of Civil Procedure § 1021.5; and the California Industrial Welfare Commission Wage Orders MW-2014 (collectively, the "Released Class Claims"). The Released Class Claims apply to claims arising during the Class Period. Except as set forth in Paragraph 67 of this Agreement,

Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

12. What PAGA Claims are released by this Settlement?

Release by Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, 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 facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including PAGA Penalties claims premised on: California Labor Code §§ § 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; failure to pay for all hours worked/compensation due for services, wages, minimum wages, overtime, premium payments, meal periods, rest periods, pay reporting time pay; failure to provide payment of wages during employment and payment of wages at termination; failure to maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; failure to provide sick pay, COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action ("Released PAGA Claims"). The Released PAGA Claims apply to claims arising during the PAGA Period.

"Released Parties" means Defendant and all of Defendant's former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners, and assigns.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

13. How do I opt out of the Class portion of the Settlement?

If you wish to pursue your own separate lawsuit against Defendant for the Class claims asserted in the Lawsuit, or if you otherwise wish not to participate in the Class portion of the Settlement for whatever reason, you should exclude yourself from this case (that is, opt out of the Class portion of the Settlement). However, you cannot opt out of the PAGA portion of the Settlement. Class Members who opt out of the Class portion of the Settlement will still be bound by the PAGA portion of the Settlement and will receive an Individual PAGA Payment.

To opt out of the Class portion of the Settlement and the release of Released Class Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must include the case name, case number, your full name, current address, and email address, and must be signed by you and faxed, emailed, or postmarked on or before _____, 2026. [60 days within mailing of Notice] Opt-out requests faxed, emailed, or postmarked after the deadline will be invalid.

Settlement Administrator: Apex Class Action

Email Address:

Mailing Address:

Telephone:

Fax Number:

14. If I don't exclude myself from the Class portion of the Settlement, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being released by the Class portion of the Settlement, the Released Class Claims. If you have a claim or lawsuit already filed against

Defendant or any of the Released Parties, you should speak to your lawyer in that case immediately. You may need to exclude yourself from the Class portion of the Settlement to continue your own lawsuit. You cannot exclude yourself from the PAGA portion of the Settlement.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I don't like the Settlement?

If you are a Settlement Class Member and don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections must be faxed, emailed, or mailed to the Settlement Administrator by _____, 2026. [60 days within mailing of Notice]

The written objection should state your name and address and describe all legal and factual reasons for objecting to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval Hearing, the Settlement and Agreement will be approved and you will receive your Individual Class Payment. If you do not submit a written objection, you may still appear at the Final Approval Hearing to voice your objection or to otherwise observe the proceedings.

Class Members who object to the Settlement are still considered Participating Class Members and will still receive payment. Class Members who opt out from the Class portion of the Settlement have no right to object to the Settlement.

THE COURT'S FINAL APPROVAL HEARING

16. When and where will the Court decide whether to grant final approval of the Settlement?

The Court will hold a "Final Approval Hearing" in Department C-72 of the San Diego County Superior Court Hall of Justice Courthouse located at 330 West Broadway, San Diego, CA 92101 on _____, 2026, at ____ a.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Counsel's request for attorneys' fees and costs, the Class Representative Service Payment, and the Administration Costs. The Court may reschedule the Final Approval Hearing without further notice to Class Members. You can also check the San Diego County Superior Court website at <https://www.sdcourt.ca.gov/> for changes to the hearing schedule.

17. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it but you may. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

18. Whom may I contact if I have questions about the Settlement?

You may contact Class Counsel at the contact information listed above in Paragraph 4 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, Apex Class Action, using its contact information provided above.

PLEASE DO NOT TELEPHONE THE SUPERIOR COURT CLERK TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

4/13/2026 3:08:13 PM

Clerk of the Superior Court
By T. Automation ,Deputy Clerk

1 **D.LAW, INC.**
2 Alvin B. Lindsay (SBN 220236)
3 a.lindsay@d.law
4 Enoch J. Kim (SBN 261146)
5 e.kim@d.law
6 William Tran (SBN 335908)
7 w.tran@d.law
8 Antonia McKee (SBN 344511)
9 a.bliznets@d.law
10 250 N Madison Ave., 2nd Floor
11 Pasadena, CA 91101
12 Telephone: (818) 962-6465
13 Facsimile: (818) 962-6469

14 Attorneys for Plaintiff RICHARD A. AZHOCAR,
15 on behalf of himself and others similarly situated and aggrieved

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

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

20 Plaintiff,

21 vs.

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

25 Defendants.

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

CLASS ACTION

Assigned for All Purposes To:
Hon. Marcella O. McLaughlin
Dept.: C-72

PROOF OF SERVICE

Original Complaint Filed: December 06, 2023
Amended Complaint Filed: August 20, 2025
Trial Date: none set

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 250 N Madison Ave, 2nd Floor, Pasadena, CA 91101.

On April 13, 2026, I served the foregoing:

AMENDED [PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF THE PARTIES’ CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

David Nusz
dnusz@ohaganmeyer.com
O’HAGAN MEYER
4695 MacArthur Court, Suite 900
Newport Beach, CA 92660

(ONLY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above transmission.

(STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 13, 2026, at Pasadena, California.



Evelyn Goode Frickert