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FILED
Clerk of the Superior Court
OCT 02 2026
By: B. Delgado, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

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

Plaintiff,

vs.

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

Defendants.

CLASS ACTION

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

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

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

Hearing Information:
Date: October 2, 2026
Time: 9:30 a.m.
Dept.: C-72

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

ORDER

Plaintiff Richard A. Azhocar ("Plaintiff"), on behalf of himself and other similarly situated employees of Defendant Accel Framing, Inc. ("Defendant") (collectively, "the Parties"), filed a Motion for Final Approval of Class Action and PAGA Settlement Agreement ("Motion"). The Motion was set for hearing on October 2, 2026, at 9:30 a.m. in Department C-72 of the San Diego County Superior Court located at 330 W Broadway, San Diego, CA. The Court, having considered the Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement," which is attached as **Exhibit 1** to the Declaration of Enoch J. Kim in Support of the Motion), the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Notice," which is attached as **Exhibit A** to the Settlement Agreement), all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

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

2. Consistent with the definitions provided in the Settlement Agreement, the Class consists of all non-exempt, hourly individuals that worked for Defendant in California during the Settlement Class Period (i.e. the period from December 6, 2019, through August 11, 2025.)

3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject matter of this proceeding and over all parties to this proceeding, including all Class Members. In addition, the Court has personal jurisdiction over all Class Members with respect to the Action and the Settlement.

4. Distribution of the Notice directed to the Class Members, as set forth in the Settlement Agreement, has been completed in conformity with the Court's May 20, 2026, Order Granting Preliminary Approval of Settlement ("Preliminary Approval Order"), including

individual notice to all Class Members who could be identified through reasonable effort, and was the best notice practicable under the circumstances. The Notice provided due and adequate notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including the proposed Settlement as set forth in the Settlement Agreement and fully satisfied the requirements of California law, the California and United States Constitutions (including the Due Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766, and any other applicable law. The Notice also provided due and adequate notice to Class Members of their right to exclude themselves from the Settlement, as well as their right to object to the proposed Settlement.

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

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

any individual Class Member. Accordingly, the Court finds that the Settlement Agreement was entered into in good faith.

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

8. No individual has opted out from the Settlement; therefore, 100% of Class Members are Participating Class Members.

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

10. The Court confirms D.Law, Inc., including Alvin Lindsay, Enoch Kim, William Tran, Bradford Smith, and all lawyers affiliated with this firm, as Class Counsel and finds that Class Counsel has adequately represented the Class for purposes of entering into and implementing the Settlement.

11. The Court finds the $240,000.00 Gross Settlement Amount provided for under the Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the following deductions from the Gross Settlement Amount: (1) $80,000.00 for attorneys' fees to Class Counsel; (2) $11,726.06 for attorneys' litigation expenses to Class Counsel; (3) Class Representative Service Payment of $5,000.00 to Plaintiff Richard A. Azhocar; (4) PAGA Penalties of $16,000.00 for claims asserted under California's Private Attorneys General Act ("PAGA"), of which 75% will be payable to the California Labor and Workforce Development Agency ("LWDA") and 25% will be payable to the Aggrieved Employees on a *pro rata* basis; and (5) $12,500.00 for Administrator Costs to Apex Class Action administrators ("Apex").

12. Pursuant to the terms of the Settlement, and the authorities, evidence, and

argument set forth in Class Counsel's application, an award of attorneys' fees in the amount of $80,000.00 and for costs and expenses in the amount of $11,726.06 as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is hereby granted. The Court finds that Class Counsel's request falls within the range of reasonableness and that the result achieved justifies the award and that the requested expenses were reasonably incurred. The payment of attorneys' fees and costs to Class Counsel shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

13. It is ordered that Class Representative Service Payment of $5,000.00 to Plaintiff Richard A. Azhocar is fair and reasonable for his service to the Class.

14. The Court further approves the payment of $12,500.00 to Apex to cover the costs of administration as provided for in the Settlement Agreement. The payment authorized by this paragraph shall be made in accordance with the terms of the Settlement Agreement.

15. The Court also approves the PAGA Penalties payment of $16,000.00 for claims asserted under PAGA, with 75% ($12,000.00) payable to the LWDA and the other 25% ($4,000.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the Settlement Agreement). The PAGA Penalties payment shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

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

17. The Court shall examine the final accounting at a Compliance Hearing set on _____.

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

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

20. The final order shall constitute the final judgment.

IT IS SO ORDERED.

Dated: 10.07, 2026

Honorable Marcella O. McLaughlin
Judge of the Superior Court