





1 Class Period.

2 c. "Class Counsel" means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang,  
3 Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC, who will seek to be appointed  
4 counsel for the Class.

5 d. "Class List" means a complete list of all Class Members that Defendant will  
6 diligently and in good faith compile from its records and provide to the Settlement Administrator. The  
7 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following  
8 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security  
9 number; (4) dates worked for Defendant during the Class Period; and (5) the number of Workweeks  
10 worked during the Class Period.

11 e. "Class Notice" means the Notice of Class Action Settlement, substantially in  
12 the form attached hereto as "Exhibit A."

13 f. "Class Period" means the period from December 8, 2019 through January 2,  
14 2025.

15 g. "Court" means the Superior Court of the State of California for the County of  
16 Fresno.

17 h. "Defendant's Counsel" means Ian B. Wieland and Megan K. Dutra of Sagaser,  
18 Watkins & Wieland PC.

19 i. "Effective Date" means the date when both of the following have occurred: (1)  
20 the Court enters the Final Approval Order and Judgment; and (2) the Final Approval Order and  
21 Judgment is final. The Final Approval Order and Judgment is final as of the latest of the following  
22 occurrences: (a) if no Settlement Class Member objects to the Settlement, the day the Court enters the  
23 Final Approval Order and Judgment; or (b) if one or more Settlement Class Members objects to the  
24 Settlement, the day after the deadline for filing a notice of appeal from the Final Approval Order and  
25 Judgment; or if a timely appeal from the Final Approval Order and Judgment is filed, the day after the  
26 appellate court affirms the Final Approval Order and Judgment and issues a remittitur.

27 j. "Employer Taxes" means the employer's share of taxes and contributions in  
28 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant

1 in addition to the Gross Settlement Amount.

2 k. "Enhancement Payment" means the amount to be paid to Plaintiff, in  
3 recognition of his effort and work in prosecuting the Action on behalf of Class Members, as set forth  
4 in Paragraph 11.

5 l. "Final Approval" means the determination by the Court that the Settlement is  
6 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

7 m. "Final Approval Hearing" means the hearing at which the Court will consider  
8 and determine whether the Settlement should be granted Final Approval.

9 n. "Final Approval Order and Judgment" means the order granting final approval  
10 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the  
11 Parties, and subject to approval by the Court.

12 o. "Gross Settlement Amount" means the amount of Three Hundred Twenty-Five  
13 Thousand Dollars and Zero Cents (\$325,000.00) to be paid by Defendant in full satisfaction of the  
14 Action and Released Claims, which includes all Attorneys' Fees and Costs, Enhancement Payment,  
15 Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class  
16 Members. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement  
17 Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement  
18 Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as provided  
19 in Paragraph 13.

20 p. "Individual Settlement Payment" means the net payment of each Settlement  
21 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and  
22 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
23 Paragraph 16.

24 q. "Individual Settlement Share" means the *pro rata* share of the Net Settlement  
25 Amount that a Class Member may be eligible to receive, to be calculated in accordance with Paragraph  
26 15.

27 r. "Net Settlement Amount" means the portion of the Gross Settlement Amount  
28 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount

1 less the Court-approved Attorneys' Fees and Costs, Enhancement Payment, and Settlement  
2 Administration Costs.

3 s. "Notice of Objection" means a Settlement Class Member's written objection to  
4 the Settlement, which must: (a) contain the case name and number of the Action; (b) contain the  
5 objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's  
6 Social Security number; (c) contain a written statement of all grounds for the objection accompanied  
7 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents  
8 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the  
9 specified address, postmarked on or before the Response Deadline.

10 t. "Preliminary Approval" means the date on which the Court enters the  
11 Preliminary Approval Order.

12 u. "Preliminary Approval Order" means the order granting preliminary approval  
13 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by  
14 the Court.

15 v. "Released Claims" means any and all claims which were alleged or which could  
16 have been alleged based on the factual allegations in the Operative Complaint, arising during the Class  
17 Period, including claims for Defendant's alleged failure to pay overtime and minimum wages, provide  
18 compliant meal and rest periods and associated premium payments, timely pay wages during  
19 employment and upon termination, provide compliant wage statements, and reimburse necessary  
20 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210,  
21 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial  
22 Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et*  
23 *seq.*

24 w. "Released Parties" means Defendant and its current and former officers,  
25 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and  
26 assigns.

27 x. "Request for Exclusion" means a letter submitted by a Class Member indicating  
28 a request to be excluded from the Settlement, which must: (a) contain the case name and number of

1 the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last  
2 four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member  
3 does not wish to be included in the Settlement; and (d) be returned by mail to the Settlement  
4 Administrator at the specified address, postmarked on or before the Response Deadline.

5 y. “Response Deadline” means the deadline by which Class Members must submit  
6 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that  
7 is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator  
8 to Class Members, unless the 60th day falls on a Sunday or Federal holiday, in which case the  
9 Response Deadline will be extended to the next day on which the United States Postal service is open.  
10 The Response Deadline may also be extended by express agreement between Class Counsel and  
11 Defendant’s Counsel. Under no circumstances, however, will the Settlement Administrator have the  
12 authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class  
13 Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days  
14 from the original Response Deadline.

15 z. “Settlement Administrator” means Apex Class Action LLC, or any other third-  
16 party class action settlement administrator agreed to by the Parties and approved by the Court for  
17 purposes of administering the Settlement. The Parties and their counsel each represent that they do  
18 not have any financial interest in the Settlement Administrator or otherwise have a relationship with  
19 the Settlement Administrator that could create a conflict of interest.

20 aa. “Settlement Administration Costs” means the costs payable from the Gross  
21 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in  
22 Paragraph 12.

23 bb. “Settlement Class” or “Settlement Class Member(s)” means all Class Members  
24 who do not submit a timely and valid Request for Exclusion.

25 cc. “Workweeks” means the number of weeks each Class Member worked for  
26 Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period.

27 dd. “Workweeks Dispute” means a letter submitted by a Class Member disputing  
28 the number of Workweeks to which they have been credited, which must: (a) contain the case name

1 and number of the Action; (b) contain the Class Member's full name, signature, address, telephone  
2 number, and the last four (4) digits of the Class Member's Social Security number; (c) clearly state  
3 that the Class Member disputes the number of Workweeks credited to the Class Member and what the  
4 Class Member contends is the correct number; and (d) be returned by mail to the Settlement  
5 Administrator at the specified address, postmarked on or before the Response Deadline.

6 **CLASS CERTIFICATION**

7 8. For the purposes of this Settlement only, the Parties stipulate to the certification of the  
8 Class.

9 9. The Parties agree that certification for the purpose of settlement is not an admission  
10 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for  
11 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as  
12 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not  
13 be admissible in connection with, the issue of whether or not certification would be inappropriate in a  
14 non-settlement context.

15 **TERMS OF THE AGREEMENT**

16 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set  
17 forth herein, the Parties agree, subject to the Court's approval, as follows:

18 10. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application  
19 or motion by Class Counsel for attorneys' fees in the amount up to one-third (1/3) of the Gross  
20 Settlement Amount (i.e., \$108,333.33 if the Gross Settlement Amount is \$325,000.00) and  
21 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement  
22 of the Action, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), both  
23 of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work  
24 performed and any and all costs incurred by Class Counsel in connection with the litigation of the  
25 Action, including without limitation all work performed and costs incurred to date, and all work to be  
26 performed and all costs to be incurred in connection with obtaining the Court's approval of this  
27 Settlement Agreement, including any objections raised and any appeals necessitated by those  
28 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this

1 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement  
2 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any  
3 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel  
4 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

5 11. Enhancement Payment. Defendant agrees not to oppose or impede any application or  
6 motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred  
7 Dollars (\$7,500.00). The Enhancement Payment, which will be paid from the Gross Settlement  
8 Amount, subject to Court approval, will be in addition to his Individual Settlement Payment as a  
9 Settlement Class Member. Plaintiff shall be solely and legally responsible for correctly characterizing  
10 this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement  
11 Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion  
12 of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated  
13 to the Net Settlement Amount for the benefit of the Settlement Class Members.

14 12. Settlement Administration Costs. The Settlement Administrator will be paid for the  
15 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
16 which is currently not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00). These costs,  
17 which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter*  
18 *alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and  
19 other documents for the Settlement, calculating and distributing payments due under the Settlement,  
20 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and  
21 remittances, providing necessary reports and declarations, and other duties and responsibilities set  
22 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual  
23 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess  
24 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any  
25 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not  
26 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement  
27 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the  
28 Settlement Class Members.

1           13.    Escalator Clause. Defendant has represented that the Class Members worked a total of  
2 15,854 workweeks during the period December 8, 2019 through June 14, 2024. If it is determined by  
3 the Settlement Administrator that the total number of workweeks worked by the Class Members during  
4 the period December 8, 2019 through June 14, 2024 actually exceeds 15,854 by more than 10% (i.e.,  
5 is more than 17,439 workweeks), then the Gross Settlement Amount will be increased on a *pro rata*  
6 basis equal to the percentage increase in the number of workweeks worked by the Class Members  
7 above 10%. For example, if the number of workweeks during the period December 8, 2019 through  
8 June 14, 2024 increases by 11% to 17,598 workweeks, then the Gross Settlement Amount will increase  
9 by 1%.

10           14.    Defendant's Representations. Additionally, Defendant has represented the following:  
11           a.       Defendant's employees have the option of driving directly to the job site from  
12 their homes in the morning and returning directly to their homes from the job site at the end of the  
13 workday;  
14           b.       Less than three percent (3%) of Defendant's workdays are asphalt pour days;  
15 and  
16           c.       Less than seven percent (7%) of Defendant's total payroll is covered by  
17 prevailing wage government requirements.

18           If any of Defendant's representations in Paragraph 14 are materially false, Plaintiff has the  
19 option of canceling this Settlement Agreement. Plaintiff is entitled to reasonable confirmatory  
20 discovery with respect to the above representations.

21           15.    Individual Settlement Share Calculations. Individual Settlement Shares will be  
22 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of  
23 Workweeks, as follows:

24           a.       After Preliminary Approval, the Settlement Administrator will divide the Net  
25 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek  
26 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value  
27 to yield each Class Member's estimated Individual Settlement Share that each Class Member may be  
28 entitled to receive.

1           b.       After Final Approval, the Settlement Administrator will divide the final Net  
2 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek  
3 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek  
4 Value to yield each Settlement Class Member’s final Individual Settlement Share.

5           16.     Tax Treatment of Individual Settlement Shares. Each Individual Settlement Share will  
6 be allocated as follows: ten percent (10%) wages and ninety percent (90%) penalties, interest, and  
7 non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the  
8 portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099  
9 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the  
10 employee’s share of taxes and withholdings with respect to the wages portion of the Individual  
11 Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement  
12 Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The  
13 Employer Taxes will be paid separately and in addition to the Gross Settlement Amount.

14           17.     Administration of Taxes by the Settlement Administrator. The Settlement  
15 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, and Class  
16 Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all  
17 amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be  
18 responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally  
19 required withholdings to the appropriate government authorities.

20           18.     Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant’s Counsel do not  
21 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or  
22 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff and  
23 Settlement Class Members are not relying on any statement, representation, or calculation by  
24 Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff and Settlement  
25 Class Members understand and agree that Plaintiff and Settlement Class Members will be solely  
26 responsible for the payment of any taxes and penalties assessed on the payments described in this  
27 Settlement Agreement. Plaintiff and Settlement Class Members should consult with their tax advisors  
28 concerning the tax consequences of any payment they receive under the Settlement.

1           19.    Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT  
2 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY  
3 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN  
4 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
5 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
6 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS  
7 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE  
8 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE  
9 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART  
10 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY  
11 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE  
12 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)  
13 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE  
14 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
15 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
16 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY  
17 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
18 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT  
19 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX  
20 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)  
21 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR  
22 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION  
23 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

24           20.    Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and  
25 Defendant’s Counsel separately agree that, until the motion for preliminary approval of the Settlement  
26 is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit  
27 another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or  
28 indirectly, specifically or generally, to any person, corporation, association, government agency, or

1 other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed  
2 to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to  
3 report income to appropriate taxing authorities; (4) in response to a court order or subpoena; and/or  
4 (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party  
5 agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena  
6 seeking such information. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel separately  
7 agree not to directly or indirectly initiate any conversation or other communication, before the filing  
8 of the motion for preliminary approval, with any with third party regarding this Agreement or the  
9 matters giving rise to this Agreement except to respond only that "the matter was resolved," or words  
10 to that effect. This Paragraph does not restrict Class Counsel's communications with Class Members  
11 in accordance with Class Counsel's ethical obligations owed to Class Members.

12       21.     Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
13 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually  
14 are issued to the payee. It is expressly understood and agreed that payments made under this  
15 Settlement shall not in any way entitle Plaintiff and Settlement Class Members to additional  
16 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest,  
17 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle  
18 Plaintiff and Settlement Class Members to any increased retirement, 401K benefits or matching  
19 benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in  
20 any benefit or compensation plan document that might have been in effect during the Class Period).

21       22.     Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
22 Upon execution of this Settlement Agreement, Plaintiff will obtain a hearing date from the Court for  
23 Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will  
24 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said  
25 motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion  
26 before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval  
27 of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will  
28 apply for the entry of the Preliminary Approval Order seeking the following:

- 1 a. Conditionally certifying the Class for settlement purposes only;
- 2 b. Granting Preliminary Approval of the Settlement;
- 3 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 4 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 5 e. Approving as to form and content, the mutually-agreed upon and proposed
- 6 Class Notice and directing its mailing by First Class U.S. Mail;
- 7 f. Approving the manner and method for Class Members to request exclusion
- 8 from or object to the Settlement as contained herein and within the Class Notice;
- 9 g. Scheduling a Final Approval Hearing at which the Court will determine whether
- 10 Final Approval of the Settlement should be granted.

11 23. Delivery of Class List. Within seven (7) business days of Preliminary Approval,

12 Defendant will provide the Class List to the Settlement Administrator. Additionally, within seven (7)

13 business days of Preliminary Approval, Defendant's Counsel will provide a declaration to Class

14 Counsel from its data analyst attesting to the number of Workweeks.

15 24. Notice by First-Class U.S. Mail.

16 a. Within seven (7) calendar days after receiving the Class List from Defendant,

17 the Settlement Administrator will perform a search based on the National Change of Address Database

18 or any other similar services available, such as provided by Experian, for information to update and

19 correct for any known or identifiable address changes, and will mail a Class Notice in English and

20 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via

21 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement

22 Administrator.

23 b. Any Class Notice returned to the Settlement Administrator as undeliverable on

24 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding

25 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on

26 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly

27 attempt to determine the correct address using a skip-trace or other search, using the name, address,

28 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)

1 calendar days.

2 c. Compliance with the procedures described herein above shall constitute due and  
3 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.  
4 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to  
5 provide notice of the Settlement.

6 25. Disputes Regarding Workweeks. Class Members will have an opportunity to dispute  
7 the number of Workweeks to which they have been credited, as reflected in their respective Class  
8 Notices, by submitting a timely and valid Workweeks Dispute to the Settlement Administrator, by  
9 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing  
10 envelope will be the exclusive means to determine whether a Workweeks Dispute has been timely  
11 submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to  
12 the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be  
13 presumed to be correct and determinative of the dispute. However, if a Class Member produces  
14 information and/or documents to the contrary, the Settlement Administrator will evaluate the materials  
15 submitted by the Class Member and the Settlement Administrator will resolve and determine the  
16 number of eligible Workweeks that the disputing Class Member should be credited with under the  
17 Settlement. The Settlement Administrator's decision on such disputes will be final and non-  
18 appealable.

19 26. Requesting Exclusion from the Settlement. Any Class Member wishing to be excluded  
20 from the Settlement must submit a timely and valid Request for Exclusion to the Settlement  
21 Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on  
22 the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion  
23 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and  
24 Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and  
25 also identify the individuals who have submitted a timely and valid Request for Exclusion in a  
26 declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time  
27 will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request  
28 exclusion from the Settlement. Any Class Member who submits a Request for Exclusion is prohibited

1 from making any objection to the Settlement. Any Class Member who submits a timely and valid  
2 Request for Exclusion will not be bound by the Settlement and will not be issued an Individual  
3 Settlement Payment. Any Class Member who does not affirmatively request exclusion from the  
4 Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms  
5 of the Settlement, including and not limited to those pertaining to the Released Claims, as well as any  
6 judgment that may be entered by the Court if it grants Final Approval to the Settlement.

7       27. Objecting to the Settlement. To object to the Settlement, Settlement Class Members  
8 must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail,  
9 postmarked on or before the Response Deadline. The date of the postmark on the return mailing  
10 envelope will be the exclusive means to determine whether a Notice of Objection has been timely  
11 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's  
12 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely  
13 and complete and which were not), and also attach them to a declaration that is to be filed with the  
14 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel  
15 seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement or appeal  
16 from the Final Approval Order and Judgment. Settlement Class Members, individually or through  
17 counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether  
18 they have submitted a Notice of Objection.

19       28. Reports by the Settlement Administrator. The Settlement Administrator shall provide  
20 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed  
21 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the  
22 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of  
23 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement  
24 Administrator will provide to counsel for the Parties any updated reports regarding the administration  
25 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it  
26 receives a request from an individual or any other entity regarding inclusion in the Class and/or  
27 Settlement or regarding a Workweeks Dispute.

28 ///

1           29.    Defendant's Right to Rescind. If more than five percent (5%) or more of the Class  
2 Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the  
3 Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to  
4 Class Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties  
5 of the number of Class Members who have submitted timely and valid Requests for Exclusion  
6 following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs  
7 of settlement administration owed to the Settlement Administrator incurred up to that date.

8           30.    Certification of Completion. Upon completion of administration of the Settlement, the  
9 Settlement Administrator will provide a written declaration under oath to certify such completion to  
10 the Court and counsel for all Parties.

11           31.    Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After  
12 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final  
13 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)  
14 Individual Settlement Shares; (b) Attorneys' Fees and Costs; (c) Enhancement Payment; and (d)  
15 Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30)  
16 calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting  
17 the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel  
18 a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiff  
19 will apply for the entry of the Final Approval Order and Judgment, which will provide for, in  
20 substantial part, the following:

- 21           a.    Approval of the Settlement as fair, reasonable, and adequate, and directing  
22 consummation of its terms and provisions;
- 23           b.    Certification of the Settlement Class;
- 24           c.    Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 25           d.    Approval of the application for Enhancement Payment to Plaintiff;
- 26           e.    Directing Defendant to fund all amounts due under the Settlement Agreement  
27 and ordered by the Court; and

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1 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in  
2 conformity with California Rules of Court 3.769 and the Settlement Agreement.

3 32. Funding of the Gross Settlement Amount. No later than five (5) business days after  
4 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement  
5 Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established  
6 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement  
7 Administrator to calculate necessary payroll taxes including its official name, 8-digit state  
8 unemployment insurance tax ID number, and other information requested by the Settlement  
9 Administrator, no later than five (5) business days after the Effective Date.

10 33. Distribution of the Gross Settlement Amount. Within five (5) business days of the  
11 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual  
12 Settlement Payments to Settlement Class Members, Enhancement Payment to Plaintiff, Attorneys’  
13 Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement  
14 Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes,  
15 contributions, and withholding, and timely forward these to the appropriate government authorities.

16 34. Settlement Checks. The Settlement Administrator will be responsible for undertaking  
17 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
18 of check to the Settlement Class Members in accordance with this Settlement Agreement. Settlement  
19 Class Members are not required to submit a claim to be issued an Individual Settlement Payment.  
20 Each Individual Settlement Payment check will be valid and negotiable for one hundred and eighty  
21 (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
22 associated with such canceled checks shall be distributed by the Settlement Administrator to the State  
23 of California’s Unclaimed Property Fund in the name of the Settlement Class Member. The Parties  
24 agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384,  
25 as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not  
26 they cash their settlement checks. Therefore, Defendant will not be required to pay any interest on  
27 such amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings  
28 and reporting required under applicable local, state, and federal tax laws that are necessitated due to  
the cancelation of any Individual Settlement Payment checks. Settlement Class Members whose

1 Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Settlement.

2 35. Class Release. Upon the Effective Date and full funding of the Gross Settlement  
3 Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever  
4 released, settled, compromised, relinquished, and discharged the Released Parties of all Released  
5 Claims.

6 36. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross  
7 Settlement Amount, Plaintiff, individually and on his own behalf, will be deemed to have fully, finally,  
8 and forever released, settled, compromised, relinquished, and discharged the Released Parties from  
9 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,  
10 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or  
11 unsuspected, asserted or unasserted, which Plaintiff, at any time of execution of this Settlement  
12 Agreement, had or claimed to have or may have, including but not limited to any and all claims arising  
13 out of, relating to, or resulting from his employment and/or separation of employment with the  
14 Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance,  
15 rule, or regulation or Executive Order relating to employment, including, but in no way limited to, any  
16 claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans  
17 with Disabilities Act; the Family and Medical Leave Act; the Employee Retirement Income Security  
18 Act; the California Family Rights Act; the California Fair Employment and Housing Act; all claims  
19 for wages or penalties under the Fair Labor Standards Act; all claims for wages or penalties under the  
20 California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to  
21 violation of public policy, retaliation, or interference with legal rights; any and all other employment  
22 or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach  
23 of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to  
24 be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this  
25 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.  
26 Plaintiff understands and expressly agrees that this Settlement Agreement extends to claims that he  
27 has against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected,  
28 vested or contingent, past, present, or future, arising from or attributable to an incident or event,

1 occurring in whole or in part, on or before the execution of this Settlement Agreement. Any and all  
2 rights granted under any state or federal law or regulation limiting the effect of this Settlement  
3 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY  
4 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR**  
6 **RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**  
7 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,**  
8 **WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**  
9 **OR RELEASED PARTY.**

10 Notwithstanding the above, this general release by Plaintiff shall not extend to any claims or  
11 actions to enforce the Settlement Agreement, or to any claims for vested benefits, unemployment  
12 benefits, disability benefits, social security benefits, workers' compensation benefits, claims that may  
13 arise after Plaintiff signs the Settlement Agreement, or other claims that may not be released by law.  
14 Additionally, nothing in this general release shall be construed to prevent the disclosure of factual  
15 information related to any acts of sexual assault, sexual harassment, workplace harassment or  
16 discrimination, failure to prevent an act of workplace harassment or discrimination, or act of retaliation  
17 against a person for reporting harassment or discrimination, or waives Plaintiff's right to testify in an  
18 administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged  
19 sexual harassment on the part of Defendant, or on the part of the agents or employees of Defendant,  
20 when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order,  
21 subpoena, or written request from an administrative agency or the legislature, or shall prevent Plaintiff  
22 from communicating with, filing a charge or complaint with, or from participating in an investigation  
23 or proceeding conducted by the Equal Employment Opportunity Commission, National Labor  
24 Relations Board, the Securities and Exchange Commission, or any other any federal, state, or local  
25 agency charged with the enforcement of any laws, including providing documents or any other  
26 information, or limit Plaintiff from exercising rights under Section 7 of the NLRA to engage in  
27 protected, concerted activity with other employees.

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1           37.   Final Approval Order and Judgment. The Parties shall provide the Settlement  
2 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,  
3 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for  
4 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the  
5 Class will be required.

6           38.   Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the  
7 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and  
8 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the  
9 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,  
10 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this  
11 Settlement Agreement.

12           39.   Effects of Termination or Rescission of Settlement. Termination or rescission of the  
13 Settlement Agreement shall have the following effects:

14               a.       The Settlement Agreement shall be void and shall have no force or effect, and  
15 no Party shall be bound by any of its terms;

16               b.       In the event the Settlement Agreement is terminated, Defendant shall have no  
17 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating  
18 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement  
19 Administrator is notified that the Settlement has been terminated;

20               c.       The Preliminary Approval Order, Final Approval Order and Judgment,  
21 including any order certifying the Class, shall be vacated;

22               d.       The Settlement Agreement and all negotiations, statements, and proceedings  
23 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be  
24 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

25               e.       Neither this Settlement Agreement, nor any ancillary documents, actions,  
26 statements, or filings in furtherance of the Settlement (including all matters associated with the  
27 mediation) shall be admissible or offered into evidence in the Action or any other action for any  
28 purpose whatsoever; and

1 f. Any documents generated to bring the Settlement into effect, will be null and  
2 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
3 likewise be treated as void from the beginning.

4 40. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
5 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
6 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
7 of action or right herein released and discharged.

8 41. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set  
9 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.  
10 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

11 42. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
12 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all  
13 prior or contemporaneous agreements, understandings, representations, and statements, whether oral  
14 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or  
15 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties  
16 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),  
17 which provide that a written agreement is to be construed according to its terms and may not be varied  
18 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written  
19 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

20 43. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in  
21 the Action (including with respect to California Code of Civil Procedure § 583.310), except such  
22 proceedings necessary to implement and complete this Settlement Agreement, pending the Final  
23 Approval Hearing to be conducted by the Court.

24 44. Amendment or Modification. Prior to the filing of the motion for preliminary approval  
25 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement  
26 except by written agreement signed by counsel for all Parties. After the filing of the motion for  
27 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this  
28 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject  
to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not  
constitute a waiver of any other provision.

1           45.    Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement  
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible  
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
9 confidentiality provisions that otherwise might apply under state or federal law.

10           46.    Signatories. It is agreed that because the members of the Class are so numerous, it is  
11 impossible or impractical to have each Settlement Class Member execute this Settlement Agreement.  
12 The Class Notice will advise all Class Members of the binding nature of the Settlement as to the  
13 Settlement Class Members, and the release provided for by this Settlement Agreement shall have the  
14 same force and effect as if this Settlement Agreement were executed by each Settlement Class  
15 Member.

16           47.    Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
17 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

18           48.    California Law Governs. All terms of this Settlement Agreement and attached exhibits  
19 hereto will be governed by and interpreted according to the laws of the State of California.

20           49.    Execution and Counterparts. This Settlement Agreement is subject only to the  
21 execution of all Parties. However, this Settlement Agreement may be executed in one or more  
22 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned  
23 copies of the signature page, will be deemed to be one and the same instrument.

24           50.    Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
25 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at  
26 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into  
27 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
28 represented by competent counsel and that they have had an opportunity to consult with their counsel  
regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to

1 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement  
2 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to  
3 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

4 51. Invalidity of Any Provision. Before declaring any provision of this Settlement  
5 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
6 possible consistent with applicable precedents so as to define all provisions of this Settlement  
7 Agreement valid and enforceable.

8 52. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by  
9 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate  
10 to implement the Settlement.

11 53. Non-Admission of Liability. The Parties enter into this Settlement Agreement to  
12 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of  
13 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and  
14 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines  
15 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;  
16 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;  
17 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement  
18 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be  
19 construed as an admission or concession by Defendant of any such violations or failures to comply  
20 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement  
21 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received  
22 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant  
23 or to establish the existence of any condition constituting a violation of, or a non-compliance with,  
24 federal, state, local or other applicable law.

25 54. Captions. The captions and paragraph numbers in this Settlement Agreement are  
26 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or  
27 intent of the provisions of this Settlement Agreement.

28 ///



**SAGASER, WATKINS & WIELAND, PC**  
5260 North Palm Avenue, Suite 400  
Fresno, California 93704  
Tel: (559) 421-7000 / Fax: (559) 473-1483

59. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendant:

**IT IS SO AGREED.**

**PLAINTIFF FRANCISCO JAVIER SANCHEZ, JR.**

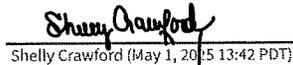
Dated: 03/20/2025



Plaintiff Francisco Javier Sanchez, Jr.

**DEFENDANT JIM CRAWFORD CONSTRUCTION COMPANY, INC.**

Dated: May 1, 2025

  
Shelly Crawford (May 1, 2025 13:42 PDT)

Full Name: Shelly Crawford

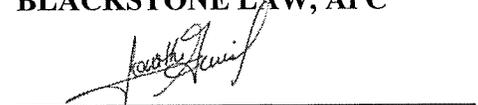
Title: CEO

On behalf of Defendant Jim Crawford Construction Company, Inc.

**APPROVED AS TO FORM ONLY:**

**BLACKSTONE LAW, APC**

Dated: March 20, 2025



Jonathan M. Genish  
*Attorneys for* Plaintiff Francisco Javier Sanchez, Jr. and Proposed Class Counsel

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SAGASER, WATKINS & WIELAND, PC

Dated: MAY 1, 2025

  
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Ian B. Wieland  
Megan K. Dutra  
*Attorneys for* Defendant Jim Crawford  
Construction Company, Inc.

# **EXHIBIT A**

**NOTICE OF CLASS ACTION SETTLEMENT**

***Francisco Javier Sanchez, Jr., v. Jim Crawford Construction Company, Inc***  
**Superior Court of California for the County of Fresno, Case No. 24CECG01421**

**PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant’s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Settlement, object to the Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class action settlement has been reached between Plaintiff Francisco Javier Sanchez, Jr. (“Plaintiff”) and Defendant Jim Crawford Construction Company, Inc. (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case entitled *Francisco Javier Sanchez, Jr., v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421 (“Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

**I. IMPORTANT DEFINITIONS**

“Class” or “Class Member(s)” means current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

“Class Period” means the period from December 8, 2019 through January 2, 2025.

**II. BACKGROUND OF THE ACTION**

On December 8, 2023, Plaintiff commenced a putative class action lawsuit against Defendant by filing a Class Action Complaint (“Operative Complaint”) in the Santa Clara County Superior Court, Case No. 23CV427372. On February 14, 2024, the Action was transferred to Fresno County Superior Court whereby it was assigned Case No. 24CECG01421.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.* Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Francisco Javier Sanchez, Jr. as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish  
Miriam L. Schimmel  
Joana Fang  
Alexandra Rose

Jared C. Osborne  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$108,333.33 if the Gross Settlement Amount is \$325,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for his services in the Action; and (3) Settlement Administration Costs in an amount not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) as wages, which will be reported on an IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

#### **B. Your Workweeks Based on Defendant's Records**

According to Defendant's records:

- **From December 8, 2019 through January 2, 2025 (i.e., the Class Period), you are credited as having worked [ ] Workweeks.**

If you wish to dispute the Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Francisco Javier Sanchez, Jr., v. Jim Crawford Construction Company, Inc.*, Case No. 24CECG01421); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

**C. Your Estimated Individual Settlement Share**

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [ ]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

**D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims.

“Released Claims” means any and all claims which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, including claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

**E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$108,333.33 if the Gross Settlement Amount is \$325,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment that he is entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything.** You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Claims against the Released Parties as described in Section III.D above.

As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

**B. Request Exclusion from the Settlement**

Class Members may request to be excluded from the Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Francisco Javier Sanchez, Jr., v. Jim Crawford Construction Company, Inc.*, Case No. 24CECG01421); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Settlement (and the release of Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

**C. Object to the Settlement**

You can object to the Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Francisco Javier Sanchez, Jr., v. Jim Crawford Construction Company, Inc.*, Case No. 24CECG01421); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

**V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 503 of the Fresno County Superior Court, located at B. F. Sisk Courthouse, 1130 O Street, Fresno, California 93724, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

**VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting the following website: <https://publicportal.fresno.courts.ca.gov/FRESNOPORTAL/Home/Dashboard/29>, typing in the Case Number (24CECG01421), clicking the 'I'm not a robot' box, and clicking 'Submit.'

You may also visit the Settlement Administrator's website at \_\_\_\_\_ for more information and documents relating to the Settlement.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**