Naveed Halavi, Esq. SBN 336945
HALAVI LAW, INC.
6262 Glade Avenue
Woodland Hills, CA 91367
Phone: (818) 532-9915
Fax: (213) 297-5071
naveed@halavi.law

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, California 91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Attorney for Plaintiff Roque Zarate Jr., individually and on behalf of all similarly situated individuals and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

ROQUE ZARATE JR., individually and on behalf of all similarly situated individuals and all "aggrieved employees" pursuant to Labor Code § 2698 et seq., Plaintiff, v. BILLY CHARLES CRAWFORD AND CODY ALAN CRAWFORD, individuals doing business as CRAWFORD ASSOCIATES, and DOES 1 through 50, inclusive, Defendants.	**<u>CLASS ACTION</u>** CASE NO: CVRI2403196 *Assigned to the Hon. Harold W. Hopp, Dept. 1* **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Settlement Agreement") is made and entered into by and between Plaintiff Roque Zarate Jr. ("Zarate," "Plaintiff," or "Class Representative"), individually and on behalf of all others similarly situated, and Defendants Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates (collectively, "Defendant"), subject to the terms and conditions herein and the Court's approval.

A. Definitions.

1. Plaintiff, the Settlement Class (as defined below), Aggrieved Employees and Defendant are collectively referred to herein as "the Parties."

2. Naveed Halavi of Halavi Law, Inc. and Daniel F. Gaines of Gaines & Gaines, APLC are counsel of record for Plaintiff Roque Zarate Jr. For purposes of this Settlement Agreement only, Halavi Law, Inc. and Gaines & Gaines, APLC shall be designated as "Class Counsel."

3. The "Action" means the lawsuit entitled *Roque Zarate, Jr. v. Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates,* Riverside County Superior Court Case. No. CVRI2403196 (the "Action").

4. The "Settlement Class" shall be defined as "all non-exempt employees of Defendant in California at any time between June 10, 2020 and October 22, 2024" (the "Class Period").

5. The "Aggrieved Employees" shall be defined as "all non-exempt employees of Defendant in California at any time between March 21, 2023 and October 22, 2024" (the "PAGA Period").

6. Defendant represents that there are no more than approximately 79 Class Members who were employed no more than 6,069 workweeks during the Class Period.

7. Members of the Settlement Class shall collectively be referred to as a "Class Member" or "Class Members." Any Class Member who files a timely request for exclusion, as detailed below, will be excluded from the final Settlement Class.

8. The "Effective Date" is defined as the date the Court signs an order granting final approval of the settlement and entering judgment thereon (the "Effective Date") If objections to the settlement are filed, the Effective Date of the settlement is the sixty-fifth (65th) day after notice

of the final approval order is mailed, unless an appeal is filed, in which case the Effective Date is the day after (1) the settlement is upheld by the Court of Appeals, or (2) all appeals are dismissed.

B. General.

1. On March 21, 2024 and June 10, 2024, Plaintiff Zarate exhausted the pre-filing requirements of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

2. On June 10, 2024, Plaintiff Zarate initiated his Action in the Riverside County Superior Court by filing a complaint, asserting various claims, on behalf of himself and all other allegedly aggrieved employees.

3. On August 26, 2024, following a stipulation, Plaintiff filed his First Amended Complaint. The Action asserted claims against Defendant for (1) failure to pay all wages due (Labor Code §§ 226.7, 246, 510, 512, 1194, and IWC Wage Order 16-2001); (2) failure to provide rest periods or compensation in lieu thereof (Labor Code § 226.7 and IWC Wage Order 7-2001); (3) failure to provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7, 512, and IWC Wage Order 7-2001); (4) knowing and intentional failure to comply with itemized employee wage statement provisions (Labor Code §§ 226(a) and (e)); (5) failure to timely pay wages due at the separation of employment (Labor Code §§ 201-203); (6) violation of Business and Professions Code § 17200 for underlying violations of the Labor Code as set forth in the Action; and (7) penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201-202, 226(a), 226.7, 246, 510, 512, 1194, and pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 226.3 and 558.

4. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further denies that the Action is appropriate for class treatment for any purpose other than this settlement. Defendant contends that it has complied at all times with applicable law, including the California Labor Code. It is Defendant's position that, if this case were to be litigated, class certification would be inappropriate because Plaintiff is not an adequate Class Representative, Plaintiff's claims are not typical of putative class members, and individual issues predominate over class issues, among other defenses. The Action, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to

or in furtherance of this Settlement Agreement (i) shall not be used as an admission, or as evidence of wrongdoing by the Defendant, or for any other purpose whatsoever; (ii) shall not be an admission or evidence of fault on behalf of Defendant in any action before a civil court, criminal court, administrative agency of any type, or other tribunal; and (iii) shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for class certification in the Action or with respect to any other proceeding whatsoever.

5. The Class Representative contends that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class certification.

6. Class Counsel represent that they have conducted a thorough investigation into the facts and law during the prosecution of this class action case, including the exchange of informal discovery and the review and verification of statistical data and other facts and information provided by Defendant. Counsel for the Parties also represent that they have investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiff and potential defenses thereto, and the alleged damages and other losses claimed by Plaintiff.

7. On October 22, 2024, following their exchange of information and documents regarding the Settlement Class and the claims and defenses asserted by the Parties, the Parties engaged in arm's-length negotiations with the assistance of an experienced wage and hour mediator, the Hon. David Brown (Ret.), where the Parties were able to reach the resolution of the Action set forth herein.

8. Based on their own independent investigation and evaluation, Class Counsel are of the opinion (and will so represent to the Court) that settlement for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses asserted by Defendant. Defendant and its counsel also agree (and will so represent to the Court) that this settlement is fair and in the best interest of the Settlement Class.

9. The Parties agree that the Settlement Class described herein may be certified for settlement purposes only and that any motion for approval seeking, *inter alia*, certification of the Settlement Class is for purposes of the settlement only. If for any reason the settlement is not approved, the certification intended for settlement purposes only will have no force or effect and will immediately be revoked. The Parties further agree that certification for purposes of the settlement is in no way an admission that class certification is proper under any standard, including the more stringent standard applied for litigation, and that evidence of this limited Settlement Agreement for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

C. Terms of Settlement.

1. The financial terms of the Settlement Agreement are as follows:

(a) **Gross Settlement Amount**: The Parties agree to settle the Action for a Gross Settlement Amount of **Two Hundred Twenty Five Thousand U.S. Dollars** ($225,000,000) ("the Gross Settlement Amount"), subject to any increase based on the escalator provision in paragraph H(16) herein. The Gross Settlement Amount includes the attorneys' fees of Class Counsel; litigation costs and expenses (which includes, without limitation, all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement, providing any notices required as part of the settlement, securing Court approval of the settlement, and obtaining judgment in the Action); the "Service Payment" to the Class Representative, as approved by the Court; the payment to the California Labor and Workforce Development Agency ("LWDA"); and all costs of administration, including, without limitation, settlement administration fees and expenses. All employer payroll tax obligations due on wage payments made from the Net Settlement Proceeds shall be paid by Defendant separately and apart from, and in addition to, the Gross Settlement Amount. Billy Charles Crawford, Cody Alan Crawford and Crawford Associates shall be jointly and severally liable for all obligations of Defendant under this Agreement.

(b) **Net Settlement Proceeds**: "Net Settlement Proceeds" is defined as the Gross Settlement Amount less the amounts approved and awarded by the Court for: attorneys' fees and documented litigation costs and expenses incurred or advanced by Class Counsel; the Service

Payment to the Class Representative; the payment to the LWDA pursuant to PAGA; and the costs of administering the settlement.

(c) **Calculation of the Individual Payment Amounts**: "Individual Payment Amount" means the portion of the Net Settlement Proceeds distributable to each Class Member who participates in the Class Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee, whether they participate in the Class Settlement or not. As to participating Class Members, the class portion of the Individual Payment Amount will be determined by dividing the Net Settlement Proceeds, less the $3,000 PAGA allocation, by the total number of weeks worked by the entire Settlement Class during the Class Period, net of opt outs, resulting in the class workweek value; and then multiplying the class workweek value by the number of weeks worked by each participating Class Member during the Class Period. As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amount will be determined by dividing the PAGA settlement amount ($3,000) by the total number of weeks worked by all Aggrieved Employees during the PAGA Period, resulting in the PAGA workweek value; and then multiplying the PAGA workweek value by the number of weeks worked by each Aggrieved Employee during the PAGA Period.

(d) For tax purposes, the class portion of each Individual Payment Amount will be apportioned (a) 50% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); and (b) 50% equally as penalties and interest (reported on an IRS Form 1099, if required). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members and Aggrieved Employees will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

(e) **PAGA Payments**: The Parties agree that Twelve Thousand Dollars ($12,000) shall be allocated to settle Plaintiff' claims brought pursuant to PAGA. Of this amount, Seventy-Five percent (75%), or Nine Thousand Dollars ($9,000), shall be paid to the LWDA, and the remaining Twenty-Five percent (25%), or Three Thousand Dollars ($3,000), shall be paid to Aggrieved Employees as part of the Net Settlement Proceeds.

(f) **Service Payment and General Release Payment to Class Representative**: The amount awarded to the Class Representative as a Service Payment and in exchange for a general release, as set forth in Paragraph D(2), below, will be set by the Court in its discretion, not to exceed Ten Thousand Dollars ($10,000). This amount will be deducted from the Gross Settlement Amount. An IRS Form 1099 will be issued to the Class Representative for his Service Payment. Defendant agrees not to dispute or otherwise object to the Service Payment if Plaintiff requests $10,000 or less.

(g) **Attorneys' Fees**: An award to Class Counsel of attorneys' fees will be deducted from the Gross Settlement Amount in an amount to be set by the Court taking into account the settlement award that has been made available for the Settlement Class by the efforts of Class Counsel. The amount awarded shall not exceed 33.33% of the Gross Settlement Amount (i.e., Seventy-Five Thousand Seven Hundred Fifty Dollars ($75,000.00)), with 25% payable to Gaines & Gaines, APLC, 25% payable to Law Offices of Alex P. Katofsky, APC, and 50% payable to Halavi Law. An IRS Form 1099 will be issued to Class Counsel with respect to its award of attorneys' fees. Defendant agrees not to dispute or otherwise object to the attorneys' fee award requested by Class Counsel so long as the request does not exceed 33.33% of the Gross Settlement Amount.

(h) **Attorneys' Costs and Expenses**: Class Counsel will be reimbursed from the Gross Settlement Amount in an amount to be set by the Court for documented out-of-pocket litigation costs and expenses, not to exceed Ten Thousand Dollars ($10,000.00). An IRS Form 1099 will be issued to Class Counsel with respect to its award of costs and expenses. Defendant agrees not to dispute or otherwise object to the attorneys' cost award requested by Class Counsel so long as the request does not exceed $10,000.00.

(i) **Settlement Administration Costs**: The fees and other charges of the Settlement Administrator to administer the Settlement are expected to total no more than Five Thousand Dollars ($5,000) and will be paid from the Gross Settlement Amount. These fees shall include any costs associated with the required tax reporting on any Individual Payment Amounts, and the issuing of any and all W-2 and 1099 forms. Subject to approval of the Court, the Parties have agreed that Phoenix Settlement Administrator will serve as a neutral third-party claims' administrator ("Settlement Administrator") to perform all acts related to providing notice to the Settlement Class. Settlement Administrator shall be responsible for (a) printing and distributing the Court-approved Notice of Class Action Settlement ("Class Notice") to all Class Members; (b) administering the settlement; (c) processing exclusions, objections, and field inquiries from Class Members; (d) resolving disputes; (e) calculating the Individual Payment Amount each Participating Class Members is eligible to receive; (f) distributing the Gross Settlement Amount as directed by the Court and set forth herein; (g) tax reporting; (h) providing necessary weekly status reports; and (i) other duties and responsibilities set forth herein.

(j) **No Warranty by Defendant:** Plaintiff understands and agrees that Defendant is not providing Plaintiff or Class Members with tax or legal advice and that Defendant makes no representations regarding tax obligations or consequences, if any, related to this Settlement Agreement.

D. Release of Claims.

1. Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Settlement Class Members who do not timely opt-out of the Settlement will be deemed to have fully released and discharged Defendant Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates, and their present and former officers, directors, employees, and agents ("Released Parties") from any and all Released Class Claims which arose during their employment in a non-exempt position in California during the Class Period.

2. Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and the State of California will be deemed to have fully released and discharged the Released Parties from any and all Released PAGA Claims which arose during the PAGA Period.

3. "Released Class Claims" means any and all claims and/or causes of action which accrued during the Class Period during employment in a non-exempt position in California, that are alleged, or that could have been alleged in the Action based on the facts set forth in the First

Amended Complaint in the Action. No PAGA claims are encompassed in the Released Class Claims.

4. "Released PAGA Claims" means any and all PAGA claims and/or causes of action which accrued during the PAGA Period, that are alleged in Plaintiff's March 21, 2024 and June 10, 2024 pre-filing letters to the LWDA, attached hereto as **Exhibit 4**. The Released PAGA Claims do not include any Aggrieved Employee's claim for wages or damages. No Aggrieved Employee may opt out of the PAGA portion of the Settlement.

5. Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, obligations, demands, Action, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, arising through the date of his signature hereon, for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. These claims include, but are not limited to, the Released Class Claims and Released PAGA Claims, as well as any other claims under any provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, and claims under local, state, or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code §§ 12940 et seq.; the Unruh Civil Rights Act, California Civil Code §§ 51 et seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et seq.; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq.; and all of their implementing regulations and interpretive guidelines. With respect to these Released Claims as described in this Section, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits

he may otherwise have had pursuant to Section 1542 of the California Civil Code, which provides as follows:

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

Notwithstanding Section 1542, Plaintiff understands and agrees that this Agreement shall act as a release of all future claims, including but not limited to those that may arise from Plaintiff's employment or separation from employment with Defendant, or any other matters that existed between Plaintiff and the Released Parties up to the date of this Agreement, whether such claims are currently known or unknown, and that Plaintiff intentionally waives any rights he may have under the provisions of Section 1542, as well as under any other statutes or common law principles of similar effect in the State of California or in any other state.

E. Notice and Exclusion Process.

1. Within ten (10) calendar days after entry of the order granting preliminary approval of this Settlement, Defendant shall provide to the Settlement Administrator a list of all Class Members and Aggrieved Employees, including their last known addresses, telephone numbers, social security numbers, and their dates of employment in a non-exempt position in California during the Class Period (for Class Members) and the PAGA Period (for Aggrieved Employees) ("Settlement Class Information"). The names, addresses, telephone numbers, and Social Security numbers will only be disclosed to the Settlement Administrator and not to Plaintiff's Counsel. All information provided to the Settlement Administrator will be marked CONFIDENTIAL. This information shall be kept confidential and shall not be disclosed, either in writing or orally, by the Settlement Administrator. The Settlement Administrator shall use due care with respect to the storage, custody, use, and/or dissemination of the confidential information. Such information must be stored in a secure fashion and all persons who access the data must agree to keep it confidential.

2. A notice of pendency of class action, proposed settlement, and hearing date for Court approval ("Class Notice") in the form attached hereto as **Exhibit 1**, and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members and Aggrieved

Employees, by first class mail, within twenty (20) calendar days after entry of the order granting preliminary approval. Attached to the Class Notice will be a request for exclusion form ("Request for Exclusion Form") in the form attached hereto as **Exhibit 2** and an objection form ("Objection Form") in the form attached hereto as **Exhibit 3**.

3. The Settlement Administrator will make reasonable efforts to ensure that the Class Notice and Request for Exclusion Form are sent to all Class Members and Aggrieved Employees. It will conclusively be presumed that if an envelope has not been returned within thirty (30) days of the mailing that the Class Member or Aggrieved Employee received the Class Notice. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and Aggrieved Employees and re-send the notices.

4. Each Class Member will be fully advised of the settlement, the ability to object to the settlement, and the ability to submit a Request for Exclusion Form. The Class Notice will inform the Class Members of the Court-established deadlines for filing an Objection Form and a Request for Exclusion Form. Aggrieved Employees may neither object to, nor exclude themselves from, the PAGA portion of the settlement.

5. Each Class Notice will contain personalized information setting forth the number of weeks each Class Member and Aggrieved Employee worked for Defendant in California in a non-exempt position during the Class Period and their estimated Individual Payment Amount. To the extent a Class Member or Aggrieved Employee disputes any of the information listed on his or her Class Notice, he or she may produce evidence to the Settlement Administrator showing such information the individual contends should be reflected in the Class Notice. Defendant's records will be presumed determinative, however, and the Settlement Administrator's decision on these matters will be final. The Class Notice will also set forth IRS W-9 information if required.

6. All Class Members who do not submit a Request for Exclusion Form will be eligible to receive an Individual Payment Amount and all Aggrieved Employees will be eligible to receive a share of the PAGA allocation from the Net Settlement Proceeds, which shall be mailed to them if and when the Effective Date occurs.

7. In order to elect not to participate in the Settlement, a Class Member must submit a Request for Exclusion Form, and mail it to the Settlement Administrator no later than forty-five (45) calendar days after the initial mailing of the Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer period, in which case the Court ordered exclusion period will apply. The date of the postmark shall be deemed the date of submission. The timeliness of submitted Request for Exclusion Forms will be determined by valid postmark. If the 45th day falls on a Sunday or federal holiday, the time to request exclusion will be extended to the next day on which the U.S. Postal Service is open.

8. The deadline for submission of Exclusion Forms shall be extended once by 30 days for those Class Members whose Class Notice and Exclusion Form are returned as "undeliverable." If the 30th day falls on a Sunday or federal holiday, this deadline will be extended to the next day on which the U.S. Postal Service is open.

9. The Settlement Administrator will search for additional addresses on returned mail and will re-mail the Class Notice and Exclusion Form to an updated address (if any) within 15 days of receipt of the returned mail. The 30-day extended time limit will run from the date of the second mailing for those Class Members. To the extent a Class Notice from the initial mailing is not returned within 30 days, it shall be deemed to have been sent to a valid address even if it is thereafter returned. It is the intent of the Parties that reasonable, but not extraordinary, efforts be used to locate Class Members. If the initial Class Notice and Request for Exclusion Form is returned, the Settlement Administrator will search using the social security number for a more current address. If no address is found within 10 days, no further action is required.

10. The Settlement Administrator will notify the Parties of the total number of valid Request for Exclusion Forms within ten (10) calendar days after the deadline for receipt of the Request for Exclusion Forms (fifty-five (55) days following the initial mailing of the Class Notice and Request for Exclusion Forms to Class Members and Aggrieved Employees).

11. In order to object to the settlement, a Class Member may mail his or her Objection Form to the Settlement Administrator no later than forty-five (45) calendar days after the mailing of the Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a

longer period, in which case the Court ordered objection period will apply. If the 45th day falls on a Sunday or federal holiday, the time to object to the settlement will be extended to the next day on which the U.S. Postal Service is open. Class Members may also appear at the Final Approval Hearing to object to the settlement, either in person or through an attorney at their own expense.

12. The Settlement Administrator shall provide to the Parties, at least twelve (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a declaration of due diligence and proof of mailing with regard to the mailing of the Class Notice and Request for Exclusion Forms. The Settlement Administrator will also provide to the Parties, at least twelve (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a report listing the amount of all payments to be made to each Class Member without names or personal identifying information.

13. Defendant shall deposit the Gross Settlement Amount and all employer payroll tax obligations with the Settlement Administrator no later than thirty (30) calendar days after the Court enters an order granting final approval of the Settlement. No funds shall be disbursed from the Qualified Settlement Fund prior to the occurrence of the Effective Date.

14. The Settlement Administrator shall disburse the Gross Settlement Amount within fifteen (15) calendar days after its receipt thereof, subject to the prior occurrence of the Effective Date. Class Members and Aggrieved Employees must cash each of their Individual Payment Amount checks within one hundred eighty (180) calendar days after they are mailed by the Settlement Administrator. The value of any checks uncashed more than one hundred eighty (180) days after mailing shall be redistributed to those Class Members who have cashed their checks, proportionately based on the value of their first Settlement payment.

F. Duties of the Parties Prior to Court Approval.

1. Promptly after execution of this Settlement Agreement, Plaintiff shall move the Court for preliminary approval of this settlement and entry of an order accomplishing the following:

(a) scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the Class Members and Aggrieved Employees;

(b) approving as to form and content the proposed Class Notice;

(c) approving as to form and content the proposed Request for Exclusion Form;

(d) preliminarily certifying the Settlement Class for purposes of approving the Settlement Agreement;

(e) preliminarily approving the PAGA payment of $9,000 to the LWDA;

(f) preliminarily setting attorneys' fees and costs payable to Class Counsel;

(g) preliminarily setting the Service Payment and General Release Payment to the Class Representative; and

(h) preliminarily approving Phoenix Settlement Administration as the Settlement Administrator and its estimated fees and costs of $5,000.

2. The Parties shall submit this Settlement Agreement to the Court and the LWDA in support of Plaintiff's unopposed motion for preliminary approval of the settlement.

G. Duties of the Parties in Connection with and Following Final Court Approval.

1. In connection with the hearing on final approval of the settlement, the Parties will submit a proposed final order no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court):

(a) approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) approving Class Counsel's application for an award of attorneys' fees and reimbursement of documented litigation costs and expenses, the Service Payment and General Release Payment to the Class Representative, the PAGA Payment to the LWDA, and the costs of administering the settlement; and

(c) Entering judgment in the Action in accordance with this Settlement Agreement, pursuant to Cal. Rules of Court, Rule 3.769(h).

2. Class Counsel shall file an application for attorneys' fees and reimbursement of costs and expenses no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court).

H. Miscellaneous Provisions:

1. **Voiding the Agreement.**

A failure of the Court to approve any material condition of this Settlement Agreement which effects "a fundamental change of the Parties' settlement," or if the settlement is reversed or materially modified on appellate review, shall render the entire Settlement Agreement voidable and unenforceable as to all Parties herein at the option of any Party.

2. **Parties' Authority.**

The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

3. **Mutual Full Cooperation.**

The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement.

4. **No Prior Assignments.**

The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

5. **No Admission.**

Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

6. **Construction.**

The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Settlement Agreement.

7. **Captions and Interpretations.**

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

8. **Modification.**

This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by each of the Parties hereto on their attorneys.

9. **Integration Clause.**

This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

10. **Binding on Assigns.**

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

11. **Governing Law.**

All terms of this Settlement Agreement and its exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

12. **Signatures of All Class Members Unnecessary to be Binding.**

It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice, attached hereto as Exhibit 1, will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Settlement Agreement was executed by each Class Member.

13. **Counterparts.**

This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties.

14. **Confidentiality**

Until Plaintiff files his motion for preliminary approval of the class action settlement of the Action, the Parties and their Counsel agree to maintain confidentiality as to the Settlement, including the amount and terms of the Settlement, except as to spouses, children, parents, tax or financial advisors, attorneys, taxing agencies, or as otherwise required by law.

15. **No Publicity**

Plaintiff and his Counsel will not contact the media about the Settlement Agreement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendant liable. Plaintiff and his Counsel also will not post any information about the Settlement Agreement on social media or their firms' websites.

16. **Representation Regarding Class Size; Escalator Provision**

Defendant has represented that there are 79 total Class Members during the Class Period. If this number increases by more than 5% (i.e. there are 83 or more Class Members), the Gross Settlement Amount shall increase 1.28% for each additional Class Member. For example, if there are 82 Class Members, the Gross Settlement Amount will not increase. If there are 90 Class Members, the Gross Settlement Amount will increase by $31,680.

17. **Continuing Jurisdiction**.

The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and all other applicable law, and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Class Members to interpret and enforce the terms, conditions and obligation of the Agreement.

18. **Default; Notice; Cure; Acceleration; Time is of the Essence.**

Time is of the essence with respect to all provisions of this Agreement. If Defendant fails to timely make the payment due hereunder, it shall be in default of its obligations. Plaintiff shall thereafter give notice of default to counsel of record for Defendant and Defendant must cure said default within ten (10) calendar days thereof. In the event of an uncured default, all unpaid amounts shall be due and payable with interest at the legal rate from the date of default. Time is of the essence with respect to all terms of this Settlement.

[SIGNATURES ON FOLLOWING PAGE]

Dated: 03 / 14 / 2025 ____________________

By: ______________________________
ROQUE ZARATE, JR.
Plaintiff and Class Representative

Dated: ____________________

CRAWFORD ASSOCIATES

By: ______________________________
Its:
____

Dated: ____________________

By: ______________________________
BILLY CHARLES CRAWFORD
Defendant

Dated: ____________________

By: ______________________________
CODY ALAN CRAWFORD
Defendant

APPROVED AS TO FORM AND CONTENT:

Dated: 3/14/2025 ____________________

GAINES & GAINES, APLC

By: Daniel Gaines ______________________________
Daniel F. Gaines, Esq.
Counsel for Plaintiff and Class
Representative Roque Zarate, Jr.

WITHAM MAHONEY & ABBOTT, LLP

Dated: ____________________

By: ______________________________
Matt Mahoney, Esq.
Charles E.H. Gulley, Esq.
Counsel for Defendant Crawford Associates

Dated: ______________________

By: ______________________
ROQUE ZARATE, JR.
Plaintiff and Class Representative

Dated: 3/4/2025

CRAWFORD ASSOCIATES

DocuSigned by:
Bill Crawford
D78ABA717B2F413...

By: ______________________
Its: Partner
Bill Crawford

Dated: 3/4/2025

DocuSigned by:
Bill Crawford
D78ABA717B2F413...

By: ______________________
BILLY CHARLES CRAWFORD
Defendant

Dated: 3/4/2025

DocuSigned by:
142F7C14BF58462...

By: ______________________
CODY ALAN CRAWFORD
Defendant

APPROVED AS TO FORM AND CONTENT:

Dated: ______________________

GAINES & GAINES, APLC

By: ______________________
Daniel F. Gaines, Esq.
Counsel for Plaintiff and Class Representative Roque Zarate, Jr.

WITHAM MAHONEY & ABBOTT, LLP

Dated: March 4, 2025

By: ______________________
Matt Mahoney, Esq.
Charles E.H. Gulley, Esq.
Counsel for Defendant Crawford Associates

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

ROQUE ZARATE JR., individually and on behalf of all similarly situated individuals and all "aggrieved employees" pursuant to Labor Code § 2698 et seq., Plaintiff, v. BILLY CHARLES CRAWFORD AND CODY ALAN CRAWFORD, individuals doing business as CRAWFORD ASSOCIATES, and DOES 1 through 50, inclusive, Defendants.	CASE NO: CVRI2403196 *Assigned to the Hon. Harold W. Hopp, Dept. 1* **NOTICE OF PENDENCY OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL HEARING**

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide $225,000 to pay claims to all individuals who worked for Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates (collectively, "Defendant") as a non-exempt (hourly paid) employee in California at any time between June 10, 2020 and October 22, 2024 ("Class Members"), and all non-exempt (hourly paid) employees of Defendant in California at any time between March 21, 2023 and October 22, 2024 ("Aggrieved Employees")

- The settlement resolves a lawsuit alleging that Defendant failed to pay all wages, including all minimum and overtime wages; failed to provide compliant meal and rest periods or premium compensation in lieu thereof; failed to timely issue final wages upon separation of employment; failed to issue accurate and complete itemized wage statements; engaged in violations of Business and Professions Code section 17200; and is subject to penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"). PAGA authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for Labor Code violations. The Settlement avoids costs and risks of continuing the lawsuit, pays money to employees, and releases Defendant from liability from the claims asserted in this lawsuit.

- Lawyers for the employees will ask the Court to award them up to $75,000 as attorney's fees and up to $10,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.

- Defendant denies all of the material allegations in the lawsuit, denies liability, and believes all appropriate wages were paid and that it otherwise complied with all Labor Code obligations. The Parties disagree on how much money could have been awarded if employees won at trial.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you will receive no money from the class settlement. This is the only option that allows you to ever be part of any other lawsuit against Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates about the legal claims that were brought in this case. Even if you exclude yourself, you will still be an Aggrieved Employee subject to the PAGA settlement.
Object	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On June 10, 2024, Plaintiff Roque Zarate, Jr. ("Plaintiff"), a former employee of Defendant Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates, filed this lawsuit in the Riverside County Superior Court. The lawsuit alleges violations of the California Labor Code and California Business and Professions Code. The lawsuit seeks to certify a class of all non-exempt (hourly paid) employees of Defendant Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates, in California at any time between June 10, 2020 and October 22, 2024 ("Class Period"). Specifically, the lawsuit alleges that members of the Class were not paid all wages, including all minimum and overtime wages due; provided compliant meal and rest periods or premium compensation in lieu thereof; timely issued final wages upon separation of employment; issued accurate and complete itemized wage statements; and related claims. The Settlement seeks recovery of wages, liquidated damages, damages, interest, statutory and civil penalties, restitution, attorney's fees, and costs. Defendant denies all of the material allegations in the lawsuit and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff's Attorneys
Daniel F. Gaines, Esq.
Gaines & Gaines, APLC
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Phone: (866) 550-0855

Naveed Halavi, Esq.
Halavi Law, Inc.
6262 Glade Ave
Woodland Hills, CA 91367
Phont: (818) 532-9915

Defendant's Attorneys
Matt Mahoney, Esq.
Charles E.H. Gulley, Esq.
Witham Mahoney & Abbott, LLP
401 B St., Suite 1900
San Diego, CA 92101
Phone: (619) 407-0505

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes he would have prevailed on her claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff's Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, any final determination of those issues will be made at the Final Approval Hearing.

B. Who is in the Settlement Class? Who is an Aggrieved Employee?

The Settlement encompasses a class composed of all non-exempt (hourly paid) employees of Defendant Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates in California at any time between June 10, 2020 and October 22, 2024 ("Class Period"). It also encompasses Aggrieved Employees composed of all non-exempt (hourly paid) employees of Defendant Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates in California at any time between March 21, 2023 and October 22, 2024 ("PAGA Period").

C. What does the Settlement provide?

1. Gross Settlement Amount.

The Settlement provides that Defendant will pay $225,000.00 (the "Gross Settlement Amount") to settle the lawsuit.

2. Net Settlement Proceeds.

The "Net Settlement Proceeds" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Proceeds is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will set these amounts at the Final Approval Hearing.

(a) **Class Counsel's Attorney's Fees** in an amount set by the Court, not to exceed 33.33% of the Gross Settlement Amount (estimated at $75,000);

(b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed $10,000.00;

(c) **Service Payment and General Release Payment to the Class Representative** in an amount set by the Court, not to exceed $10,000 to Plaintiff for his service in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed $5,000, for administering the settlement; and

(e) **PAGA Payment** in the total amount of $12,000 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). Of that amount, 75% or $9,000, shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 25%, or $3,000, shall be included in the Net Settlement Proceeds for payment to Aggrieved Employees.

3. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Settlement Class Members who do not timely opt-out of the Settlement will be deemed to have fully released and discharged Defendant Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates, and their present and former officers, directors, employees, and agents ("Released Parties") from any and all Released Class Claims which arose during their employment in a non-exempt (hourly paid) position in California during the Class Period. "Released Class Claims" means any and all claims and/or causes of action which accrued during the Class Period during employment in a non-exempt (hourly paid) position in California, that are alleged, or that could have been alleged in the Action based on the facts set forth in the First Amended Complaint in the Action. No PAGA claims are encompassed in the Released Class Claims.

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and the State of California will be deemed to have fully released and discharged the Released Parties from any and all Released PAGA Claims which arose during the PAGA Period. "Released PAGA Claims" means any and all PAGA claims and/or causes of action which accrued during the PAGA Period that are alleged in Plaintiff's March 21, 2024 and June 10, 2024 pre-filing letters to the LWDA. Plaintiff does not release any Aggrieved Employee's claim for wages or damages. No Aggrieved Employee may opt out of the PAGA portion of the Settlement.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an "Individual Payment Amount," which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form), and a PAGA portion of the Individual Payment Amount, which is distributable to each Aggrieved Employees regardless of whether they participate in the Settlement (Aggrieved Employees will receive the PAGA portion of the Individual Payment Amount even if they exclude themselves from the Settlement or are not members of the Class).

"Individual Payment Amount" means the portion of the Net Settlement Proceeds distributable to each Class Member who participates in the Class Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee, whether they participate in the Class Settlement or not. As to participating Class Members, the class portion of the Individual Payment Amount will be determined by dividing the Net Settlement Proceeds, less the $3,000 PAGA allocation, by the total number of weeks worked by the entire Settlement Class in a non-exempt (hourly paid) position in California during the Class Period, net of opt outs, resulting in the class workweek value; and then multiplying the class workweek value by the number of weeks worked by each participating Class Member in a non-exempt (hourly paid) position in California during the Class Period.

As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amount will be determined by dividing the PAGA settlement amount ($3,000) by the total number of weeks worked by all Aggrieved Employees in a non-exempt (hourly paid) position in California during the PAGA Period, resulting in the PAGA workweek value; and then multiplying the PAGA workweek value by the number of weeks worked by each Aggrieved Employee in a non-exempt (hourly paid) position in California during the PAGA Period.

For tax purposes, the class portion of each Individual Payment Amount will be apportioned (a) 50% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); and (b) 50% equally as penalties and interest (reported on an IRS Form 1099, if required). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members and Aggrieved Employees will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

Settlement Class Payment: According to the records of Defendant, you worked [_____] weeks while employed as a non-exempt (hourly paid) employee in California from June 10, 2020 through October 22, 2024. Based on these weeks worked, you are entitled to an Individual Payment Amount of approximately $[_____]. This amount is subject to change based on the final ruling of the Court. The estimated range of possible recoveries is $[_____] to $[_____].

PAGA Payment: According to the records of Defendant, you worked [_____] weeks while employed as a non-exempt (hourly paid) employee in California from March 21, 2023 through October 22, 2024. Based on these weeks worked, you are entitled to a PAGA Payment Amount of approximately $[_____]. This amount is subject to change based on the final ruling of the Court. The estimated range of possible recoveries is $[_____] to $[_____].

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than ________, 2025. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on ____________, at 8:30 a.m., in the Courtroom of Judge Harold W. Hopp of the Riverside County Superior Court, Department 1, located at 4050 Main Street, Riverside, CA 92501. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorney's fees and costs to be awarded to Plaintiff's Attorneys; and (v) the amount that should be awarded to Plaintiff as a Service Payment and General Release Payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – *DO NOTHING AND PARTICIPATE IN THE SETTLEMENT***

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than ________. The Settlement Administrator's address is [Settlement Administrator address].

- **OPTION 2 – *OBJECT TO THE SETTLEMENT***

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement by completely filling out and mailing the enclosed Objection Form to the Settlement Administrator at the above-stated address, such that it is post marked no later than __________. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than __________. You may not object to the PAGA portion of the Settlement.

- **OPTION 3 – *EXCLUDE YOURSELF FROM THE SETTLEMENT***

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement except you will participate in the PAGA portion thereof and be paid a share of the PAGA settlement. With that exception, you will not be bound by a judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than __________.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement Agreement and Release of Claims" which is attached to the "Declaration of Daniel F. Gaines in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement" which was filed on __________, 2024 and is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501. You may also create an account and view the Settlement online at https://epublic-access.riverside.courts.ca.gov/public-portal/?q=node/369.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number].

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

EXHIBIT 2

REQUEST FOR EXCLUSION FROM CLASS ("OPT OUT") FORM

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Roque Zarate Jr. v. Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates,* Riverside County Superior Court Case. No. CVRI2403196.

IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS SETTLEMENT AMOUNT. ALLEGEDLY AGGRIEVED EMPLOYEES MAY NEITHER OBJECT TO, NOR EXCLUDE THEMSELVES FROM, THE PORTION OF THE SETTLEMENT RELATED TO THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT.

I confirm that I was employed by Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates as a non-exempt (hourly paid) employee in California between June 10, 2020 and October 22, 2024.

By opting out, I acknowledge that I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date:____________________

Signature:________________________________

Print Name:______________________________

Residence Street Address:____

City, State and Zip Code:____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [**45 days after mailing of Notice**]. Send this signed request for exclusion form to the Settlement Administrator:

Crawford Associates Settlement Administrator
c/o ____________________
____
____

EXHIBIT 3

OBJECTION TO SETTLEMENT

Roque Zarate, Jr. v. Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates - Class Action Litigation
Riverside County Superior Court Case Number CVRI2403196

I wish to remain a Settlement Class Member, but I object to the proposed class settlement for the following reason(s) which I request that the Court consider at the Final Settlement Hearing. (If more space is needed, or if you wish to provide any supporting papers, please attach them to this request):

____

____

____

____

Date:________________________________

Signature:___________________________

Print Name:__________________________

Residence Street Address:_______________________________

City, State and Zip Code:____

Last Four Digits of Social Security Number: _________________________

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [**45 days after mailing of Notice**]. Send this signed Objection Form to the Settlement Administrator:

Crawford Associates Settlement Administrator
c/o ________________
____
____

Alternatively, you may show up at the Final Settlement Hearing, either in person or through an attorney at your own expense to object to the class portion of the Settlement.

EXHIBIT 4

HL

HALAVI LAW, INC.

9350 Wilshire Blvd, Suite 203 Beverly Hills, CA 90212
Tel: (818) 532-9915 – Fax: (213) 297-5071

March 21, 2024

VIA CERTIFIED MAIL
Crawford Associates
2635 E Chanslorway Ave
Blythe, CA 92225
Tracking No: 9589071052700589923032

Billy Charles Crawford
760 Seville Lane
Blythe, CA 92225
Tracking No: 9589071052700589923056

Cody Alan Crawford
7650 Highway 95
Blythe, CA 92225
Tracking No: 9589071052700589923063

Re: ***PAGA NOTICE – Zarate Jr. v. Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates.***

To Whom It May Concern:

Our client was employed by Defendant in Southern California. Herein, we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California employees ("Aggrieved Employees").

Our client alleges that Defendant failed to pay him and other non-exempt Aggrieved Employees all overtime wages earned during the course of employment, in violation of Labor Code §§ 510, 558, and 1194. Defendant paid our client and non-exempt Aggrieved Employees straight time wages only, with no adjustment for premium overtime wages. Specifically, our client and non-exempt Aggrieved Employees would work in excess of eight (8) hours per day and forty (40) hours per week, but were never properly compensated for work performed in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. When they were paid premium overtime wages, it was only when they worked in excess of forty (40) hours in a workweek. This violates Labor Code 510, 558, and 1194.

Defendant failed to pay premium wages to our client and other non-exempt Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 7-2001. Our client and other non-exempt Aggrieved Employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal period. Our client and non-exempt Aggrieved Employees were too busy to take a meal period during their employment and were not paid premium wages at the correct rates in lieu thereof. This violates Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 7-2001.

Defendant failed to pay premium wages to our client and non-exempt Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 7-2001. Our client and non-exempt Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Our client and non-exempt Aggrieved Employees were too busy to take a rest period during their employment and were not paid premium wages at the correct rates in lieu thereof. This violates Labor Code § 226.7 and IWC Wage Order No. 7-2001.

Our client alleges that Defendant failed to provide him and all other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and other non-exempt Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3. In addition, and independent of the above allegations, the wage statements issued to our client and all other Aggrieved Employees failed to set forth the inclusive pay period dates, in violation of Labor Code §§ 226(a)(6) and 226.3—they improperly omitted the pay period start date. Also, the wage statements issued to our client and non-exempt Aggrieved Employees failed to properly set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3. Furthermore, the wage statements issued to our client and non-exempt Aggrieved Employees failed to properly state the total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3

Our client further alleges that Defendant failed to pay him and certain non-exempt Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and certain non-exempt Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. Our client alleges that Defendant maintains a policy to untimely pay final wages to its former non-exempt Aggrieved Employees. This violates Labor Code §§ 201-203 and is alleged on behalf of our client and certain non-exempt Aggrieved Employees no longer employed by Defendant.

The $75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorney to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Best Regards,

Halavi Law, Inc.

Naveed Halavi, Esq.

Cc: California Labor & Workforce Development Agency:
Attn: PAGA Administrator; (via online portal at https://dir.tfaforms.net/198)

HL

HALAVI LAW, INC.

9350 Wilshire Blvd, Suite 203 Beverly Hills, CA 90212
Tel: (818) 532-9915 – Fax: (213) 297-5071

June 10, 2024

VIA CERTIFIED MAIL
Crawford Associates
2635 E Chanslor Way
Blythe, CA 92225
Tracking No: 9589071052700589923698

Crawford Associates
P.O. Box 807
Blythe, CA 92226
Tracking No: 9589071052700589923704

Billy Charles Crawford
760 Seville Lane
Blythe, CA 92225
Tracking No: 9589071052700589923711

Cody Alan Crawford
7650 Highway 95
Blythe, CA 92225
Tracking No: 9589071052700589923728

Re: ***PAGA NOTICE – Roque Zarate Jr. v. Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates.***
LWDA Case No.: LWDA-CM-1017920-24

To Whom It May Concern:

This letter supplements our letter dated March 21, 2024 and clarifies the claims alleged against Billy Charles Crawford and Cody Alan Crawford, individuals doing business as Crawford Associates ("Defendant").

Our client was employed by Defendant in Southern California. Herein, we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California employees ("Aggrieved Employees").

Our client alleges that Defendant failed to properly compute bonus wages and/or other non-base hourly wages earned by our client and other non-exempt Aggrieved Employees into their regular rate of pay for purposes of paying them meal and rest period premiums, sick pay wages, and overtime wages at the correct rates, in violation of Labor Code §§ 226.7, 246, 510, 512, 558 and 1194 and IWC Wage Order No. 16-2001. Defendant failed to properly blend bonus wages and/or other non-base hourly wages and instead paid our client and other non-exempt Aggrieved

Employees meal and rest period premiums, sick pay wages, and overtime wages based only on the base hourly rate of pay, thus depriving our client and other non-exempt Aggrieved Employees of all meal and rest period premiums, sick pay wages, and overtime wages earned. This violates Labor Code §§ 226.7, 246, 510, 512, 558 and 1194 and IWC Wage Order No. 16-2001.

Defendant failed to pay correct premium wages to our client and other non-exempt Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 16-2001. Our client and other non-exempt Aggrieved Employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal period. Our client and non-exempt Aggrieved Employees were too busy to take a meal period during their employment and were not paid premium wages at the correct rates in lieu thereof. If our client and other non-exempt Aggrieved Employees were able to take a meal period, they were oftentimes late, cut short, on duty, and/or they were improperly required to remain on the company's premises. This violates Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 16-2001.

Defendant failed to pay correct premium wages to our client and non-exempt Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 16-2001. Our client and non-exempt Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Our client and non-exempt Aggrieved Employees were too busy to take a rest period during their employment and were not paid premium wages at the correct rates in lieu thereof. If our client and other non-exempt Aggrieved Employees were able to take a rest break, they were oftentimes late, cut short, on duty, and/or they were improperly required to remain on the company's premise. This violates Labor Code § 226.7 and IWC Wage Order No. 16-2001.

Our client alleges that Defendant failed to provide him and all other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and other non-exempt Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3. In addition, and independent of the above allegations, the wage statements issued to our client and all other Aggrieved Employees list the address of the Defendant, in violation of Labor Code §§ 226(a)(8) and 226.3.

Our client further alleges that Defendant failed to pay him and certain non-exempt Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and certain non-exempt Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. Our client alleges that Defendant maintains a policy to untimely pay final wages to its former non-exempt Aggrieved Employees. This violates Labor Code §§ 201-203 and is alleged on behalf of our client and certain non-exempt Aggrieved Employees no longer employed by Defendant.

Best Regards,

Halavi Law, Inc.

Naveed Halavi, Esq.

Cc: California Labor & Workforce Development Agency:
Attn: PAGA Administrator; (via online portal at https://dir.tfaforms.net/198)