

David Mara, Esq. (230498)
Jill Vecchi, Esq. (299333)
Carter Cordura, Esq. (359252)
MARA LAW FIRM, PC
3160 Camino Del Rio South, Suite 207
San Diego, California 92108
Telephone: (619) 234-2833
Facsimile: (619) 234-4048

Colette Mahon (304745)
**LAWYERS FOR EMPLOYEE
AND CONSUMER RIGHTS**
3500 West Olive Avenue, Third Floor
Burbank, California 91505
Telephone: (323) 720-8834

Attorneys for Plaintiff CASSANOVA TIGER,
on behalf of himself, all others similarly situated,
and on behalf of the general public.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

CASSANOVA TIGER on behalf of
himself, all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

GRAVES 6 INC. DBA PREFERRED
PLUMBING & DRAIN; AND DOES 1-
100,

Defendants.

Case No. 24CV081513

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE, SETTING
OF FINAL APPROVAL HEARING DATE**

Reservation ID: 205166065172

Date: January 13, 2025

Time: 2:30pm

Judge: Hon. Somnath Raj Chatterjee

Dept: 21

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action (the “Action”).
3 Plaintiff Cassanova Tiger has applied to this Court for an order preliminarily approving the
4 settlement of the Action in accordance with the Settlement Agreement (the “Settlement”), which
5 together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed
6 settlement and entry of judgment upon the terms and conditions set forth therein. The Court has
7 read and considered the Memorandum of Points and Authorities in support of Plaintiff’s Motion
8 for Preliminary Approval of Class Action Settlement, Conditional Certification, Approval of Class
9 Notice, Setting of Final Approval Hearing Date; Declaration of Colette Mahon; and the
10 Declaration of David Mara, Esq., and attached exhibits. For purposes of this Order, the Court
11 adopts all defined terms as set forth in the Settlement.

12 **II. FINDINGS**

13 After review and consideration of the Settlement and Plaintiff’s motion for preliminary
14 approval and the papers in support thereof, the Court hereby finds and orders as follows:

- 15 1. The Settlement falls within the range of reasonableness meriting possible final approval.
- 16 2. The certification of the Class solely for purposes of settlement is appropriate in that: (1)
17 the Class Members are ascertainable and so numerous that joinder of all Class Members is
18 impracticable; (2) there are questions of law and fact common to the Class which
19 predominate over any individual questions; (3) Plaintiff’s claims are typical of the claims
20 of the Class; (4) Plaintiff and his Counsel have fairly and adequately represented and
21 protected the interests of the Class; and (5) a class action, and class-wide resolution of the
22 action via class settlement procedures is superior to other available methods for the fair
23 and efficient adjudication of the controversy.
- 24 3. The Settlement, and the obligations of the Parties as set forth therein, is fair, reasonable,
25 and is an adequate settlement of this case and is in the best interests of the Class in light of
26 the factual, legal, practical, and procedural considerations raised by this case.

- 1 4. Plaintiff does not have any conflicts that would preclude him from serving as Class
2 Representative, and his appointment comports with the requirements of due process.
- 3 5. Class Counsel does not have any conflicts that would preclude them from acting as Class
4 Counsel, and they meet the requirements for appointment as Class Counsel and the
5 requirements of due process.
- 6 6. The Notice of Proposed Class Settlement attached as **Exhibit A** hereto and to the
7 Settlement complies with due process because the Notice of Proposed Class Settlement is
8 reasonably calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii)
9 the terms of the proposed Settlement; and (iii) their rights, including the right to either
10 participate in the settlement, exclude themselves from the settlement, or object to the
11 settlement. Plaintiff's proposed plan for class notice and settlement administration is the
12 best notice practicable under the circumstances.

13 **III. ORDER**

14 The Court having considered the papers submitted in support of the motion for preliminary
15 approval, HEREBY ORDERS THE FOLLOWING:

- 16 1. The Court finds on a preliminary basis that the provisions of the Settlement are fair, just,
17 reasonable, and adequate and, therefore, meet the requirements for preliminary approval.
- 18 2. The following Class is conditionally certified for purposes of settlement only: The
19 proposed Class is comprised of all non-exempt employees of Defendant in the State of
20 California from June 27, 2020 through the date of preliminary approval of the Parties'
21 settlement agreement by the Court.
- 22 3. The Settlement provides for the following release as to Participating Class Members,¹
23 which is hereby approved conditionally: all claims alleged or that reasonably could have
24 been alleged based on a reasonable interpretation of the facts alleged in the Action,
25 including, without limitation, all minimum wage, overtime, meal and rest break, wage
26

27 ¹ Participating Class Members are Class Members who do not opt out of the settlement of the Class Claims by timely
28 submitting valid Requests for Exclusion.

statement, piece rate, waiting time penalty, expense reimbursement, liquidated damages and any other available penalties under the California Labor Code, and related state, municipal, or local law or regulation, and/or related federal law. All Released Class Claims are limited to the Class Period. The Class Period is from June 27, 2020 through the date of preliminary approval of the Parties' settlement agreement by the Court.

4. The Settlement also provides for the following release under the California Private Attorney General Act ("PAGA"), which is hereby approved conditionally: The LWDA shall agree to release any and all claims for civil penalties under the PAGA during the PAGA Period, Cal. Lab. Code § 2698, et seq. to the extent such claims are predicated on claims alleged or reasonably could have been alleged based on a reasonable interpretation of the facts in Plaintiff's notice to the LWDA, including, without limitation, all minimum wage, overtime, meal and rest break, wage statement, piece rate, waiting time penalty, expense reimbursement, liquidated damages and any other available penalties under the California Labor Code, and related state, municipal, or local law or regulation, and/or related federal law. This release is made solely by the California Labor and Workforce Development Agency through its proxy, Plaintiff Cassanova Tiger, and is limited to civil penalties recoverable under Labor Code section 2699. All Released PAGA Claims are limited to the PAGA Period. The PAGA period is from June 25, 2023 through the date of preliminary approval of the Parties' settlement agreement by the Court.

5. The Settlement appears to be fair, adequate and reasonable to the Class. The settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final approval hearing and final approval by this Court.

6. Plaintiff Cassanova Tiger is conditionally approved as the Class Representative for the Class.

7. A final approval hearing on the question of whether the settlement, attorneys' fees and costs to Class Counsel, the service award to the Class Representative, the claims

administration fees and expenses, and amount allocated to Plaintiff's claims under the
PAGA should be finally approved as fair, reasonable and adequate as to Class Members is
scheduled in Department 21 on the date and time set forth in the Implementation Schedule
below.

8. The Court affirms APEX Class Action Administration as the Settlement Administrator.
9. The Court approves, as to form and content, the Notice in substantially the form attached
as Exhibit A hereto and to the Settlement. The Court approves the procedure for Class
Members to participate in, to opt out of, and to object to, the Settlement as set forth in the
Notice.
10. The Court directs the mailing of the Notice by first class mail to Class Members in
accordance with the implementation schedule set forth in the Implementation Schedule
below. The Court finds the dates selected for the mailing and distribution of the Notice, as
set forth in the Implementation Schedule, meet the requirements of due process and provide
the best notice practicable under the circumstances and shall constitute due and sufficient
notice to all persons entitled thereto.
11. To facilitate administration of the settlement pending final approval, the Court hereby
enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or
administrative proceedings (including, but not limited to, filing claims with the Division
of Labor Standards Enforcement of the California Department of Industrial Relations)
regarding claims released by the Settlement unless and until such Class Members have
filed valid Requests for Exclusion with the Settlement Administrator and the time for filing
valid Requests for Exclusion with the Settlement Administrator has elapsed. This
provision shall not apply to claims not alleged in the Action.

IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

1	Deadline for Defendant to submit Class Information to Settlement Administrator:	10 business days after entry of the Preliminary Approval Order
2		
3	Deadline for Settlement Administrator to Mail the Notice to Class Members	10 business days after receipt of Class Information
4		
5	Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes (“Response Deadline”)	60 calendar days after mailing of Notice to Class Members
6		
7		
8	Deadline for Class Counsel to file Motion for Final Approval of Settlement	16 Court days before Final Approval Hearing
9		
10	Deadline to Provide the Court with the Settlement Administrator’s Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 Court days before Final Approval Hearing
11		
12		
13	Final Approval Hearing and Final Approval	_____ at _____
14		
15		

IT IS SO ORDERED.

Dated:

Hon. Somnath Raj Chatterjee
Judge of the Superior Court

Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF ALAMEDA
Cassanova Tiger, on behalf of himself, all others similarly situated, and on behalf of the general public,
Plaintiff, vs. Graves 6 Inc. dba Preferred Plumbing & Drain, Defendant,
Case No. 24CV081513.

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All non-exempt employees of Defendant in the State of California from June 27, 2020 through the date of preliminary approval of the Parties' settlement agreement by the Court.

The California Superior Court, County of Alameda has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned actions ("Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Settlement Class" or "Settlement Class Members"):

All non-exempt employees of Defendant in the State of California from June 27, 2020 through the date of preliminary approval of the Parties' settlement agreement by the Court.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received This Notice?

Graves 6 Inc. dba Preferred Plumbing & Drain 's (hereinafter referred to as "Defendant" or "Preferred Plumbing") records indicate that you may be a Settlement Class Member. The settlement will resolve all Settlement Class

Members' Released Claims, as described in Section No. 9 below, from June 27, 2020 through **the date of preliminary approval** (the "Class Period").

A Preliminary Approval Hearing was held on **[the date of Preliminary Approval]**, in the California Superior Court, County of Alameda. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on **[the date of final approval hearing]**, 2026 at **[time a.m./p.m.]**, before Judge Somnath Raj Chatterjee, located at 1221 Oak Street, Oakland, CA 94612, Department 21.

2. What Is This Case About?

A class action complaint against Defendant was filed by Plaintiff in the Alameda County Superior Court on June 27, 2024 (Case No. 24CV081513). The complaint alleged the following causes of action against Defendant: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) knowing and intentional failure to comply with employee wage statement provisions; (6) failure to pay all wages due at the time of termination of employment; (7) failure to reimburse/illegal deductions; (8) failure to adopt a compliant sick pay/paid time off policy; and (9) violation of the Unfair Competition Law, on behalf Plaintiff and those similarly situated. A First Amended Complaint was later filed to remove GRAVES 7 INC. dba PREFERRED PLUMBING & DRAIN as a Defendant.

A PAGA representative action complaint against Defendant was filed by Plaintiff (as an agent of California's Labor and Workforce Development Agency, or "LWDA") in the Alameda County Superior Court on September 4, 2024 (Case No. 24CV090091). The complaint sought civil penalties under the PAGA in relation to the following alleged violations suffered by allegedly similar aggrieved employees: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) knowing and intentional failure to comply with employee wage statement provisions; (6) failure to pay all wages due at the time of termination of employment; (7) failure to reimburse/illegal deductions; (8) failure to adopt a compliant sick pay/paid time off policy; and (9) failure to pay all wages owed twice per month.

On February 26, 2025, Plaintiff filed a Second Amended Complaint in the Class Action adding in a cause of action under PAGA for the aforementioned wage and hour violations, which effectively consolidated the two cases. As such, on July 28, 2025, the PAGA Action (Case No. 24CV090091) was dismissed, leaving Case No. 24CV081513 as the lead case.

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff or to the Class. Defendant further contends that, for any purpose other than this Settlement, none of the claims are appropriate for class, collective action, and/or representative treatment. However, Defendant has agreed to the Settlement in order to avoid continued litigation.

3. Am I A Settlement Class Member? Am I A PAGA Employee?

You are a Settlement Class Member if you worked for Defendant in California and were classified as a non-

exempt employee at any time from June 27, 2020 through the date of preliminary approval.

If you worked for Defendant in California and were classified as a non-exempt employee at any time from June 25, 2023 through the date of preliminary approval, you are also a “PAGA Employee” under the settlement.

4. How Does This Class Action Settlement Work?

Plaintiff Cassanova Tiger brings this action on behalf of himself and all other non-exempt employees who worked for Defendant in the State of California at any time during the Class Period. Plaintiff and these other individuals comprise a “Settlement Class” and are “Settlement Class Members.” The settlement of this Action resolves the Released Class Claims of all Settlement Class Members, as defined in the Settlement Agreement and the Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://eportal.alameda.courts.ca.gov>

After arriving at the website, click the “Search” tab at the top of the page, then select the Document Downloads link, enter the case number and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also contact Class Counsel, whose contact information is in Section 5, below, and they will provide you with a copy of the settlement documents or case documents free of charge.

You may also contact Class Counsel, whose contact information is in Section 5, below, and they will provide you with a copy of the settlement documents or case documents free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class (“Class Counsel”)	Attorneys for Defendant
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MARA LAW FIRM, PC David Mara Jill Vecchi Carter Cordura 3160 Camino Del Rio South, Suite 207 San Diego, California 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048 LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS Colette Mahon 3500 West Olive Avenue, Third Floor Burbank, California 91505 Telephone: (323) 720-8834	ARABIAN-LEE LAW CORPORATION Ellen C. Arabian-Lee 2999 Douglas Boulevard, Suite 180 Roseville, CA 95661 Tel: (916) 242-8662
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The Court has decided that Mara Law Firm, PC and Lawyers for Employee and Consumer Rights are qualified to represent you and all other Settlement Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Settlement Class Member, you may “opt out,” which will remove you from the Settlement Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are a PAGA Employee, you will receive a portion of the PAGA, even if you opt-out of the settlement.
- **OBJECT:** You may object to the proposed settlement by submitting a written objection or appearing at the Final Approval Hearing. If you would like to object, you may not opt out of this case.

7. How Do I Opt Out Or Exclude Myself From This Settlement?

Any Settlement Class Member may request to be excluded from the Settlement Class by submitting a “Request for Exclusion” to the Settlement Administrator, postmarked on or before [the Response Deadline]. The Request for Exclusion should be stated in words to this effect:

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE PREFERRED PLUMBING LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.

Any Request for Exclusion must include the full name, address, last four digits of the social security number, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be sent by mail to the Settlement Administrator at [administrator address] or sent by email to the Settlement Administrator at [administrator email address].

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are a PAGA Employee, you will receive a portion of the PAGA Penalties, even if you opt-out of the settlement.

8. *How Do I Object To The Settlement?*

Any Settlement Class Member may object to the terms of the Settlement, and may appear at the Final Approval Hearing to object whether or not they have filed a written objection as outlined herein. The Final Approval Hearing will be held on [the date of final approval hearing], 2026 at [time a.m./p.m.], before Judge Somnath Raj Chatterjee, located at 1221 Oak Street, Oakland, CA 94612, Department 21. Settlement Class Members may object to the settlement at the Final Approval Hearing without first submitting a written objection.

To submit a written objection, a Settlement Class Member shall inform the Settlement Administrator, in writing, of his/her/their objection, which must be postmarked by [the Response Deadline] at [administrator address]. Alternatively, a Settlement Class Member can submit a written objection by email which must be sent by [the Response Deadline] to [administrator email address]. Such objection shall include the full name, address, dates of employment with Defendant of the Objecting Settlement Class Member, the case name and number (*Tiger v. Graves 6 Inc. dba Preferred Plumbing & Drain*, Case No. 24CV081513), and the basis for the objection.

If the Court rejects the objection, he/she will receive an Individual Settlement Amount payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will release Defendant and the Released Parties¹ from the Released Class Claims:

All claims alleged or that reasonably could have been alleged based on a reasonable interpretation of the facts alleged in the Action, including, without limitation, all minimum wage, overtime, meal and rest break, wage statement, piece rate, waiting time penalty, expense reimbursement, liquidated damages and any other available penalties under the California Labor Code, and related state, municipal, or local law or regulation, and/or related federal law. All Released Class Claims are limited to the Class Period. The Class Period is from June 27, 2020 through the date of preliminary approval.

¹ "Released Parties" shall refer to Defendant and their past, present and/or future, direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, consultants, members, shareholders, joint ventures, predecessors, successors, and/or assigns.

Additionally, the LWDA will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims include:

Any and all claims for civil penalties under the PAGA during the PAGA Period, Cal. Lab. Code § 2698, et seq. to the extent such claims are predicated on claims alleged or reasonably could have been alleged based on a reasonable interpretation of the facts in Plaintiff's notice to the LWDA, including, without limitation, all minimum wage, overtime, meal and rest break, wage statement, piece rate, waiting time penalty, expense reimbursement, liquidated damages and any other available penalties under the California Labor Code, and related state, municipal, or local law or regulation, and/or related federal law. This release is made solely by the California Labor and Workforce Development Agency through its proxy, Plaintiff Cassanova Tiger, and is limited to civil penalties recoverable under Labor Code section 2699. All Released PAGA Claims are limited to the PAGA Period. The PAGA Period is June 25, 2023, through the date of preliminary approval.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$400,000 ("Settlement Amount").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Settlement Amount, available for distribution to Class Members after the deduction of (1) the Service Payment to the named Plaintiff in an amount up to \$5,000, for prosecution of the Action, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$8,000; (3) a payment of \$20,000 allocated to the PAGA claims; (4) payment to Class Counsel in an amount not to exceed \$133,333.33 (1/3 of the Settlement Amount) for attorneys' fees and an amount not to exceed \$40,000 for litigation costs and (5) Defendant's portion of the payroll taxes on settlement shares earmarked as wages. All of these payments are subject to court approval.

B. How Participating Class Member Individual Settlement Amounts are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount shall be allocated to each Participating Class Member based on his/her/their proportionate Workweeks during the Class Period. This is determined by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's total Workweeks during the Class Period, and the denominator of which is the total Workweeks by all Participating Class Members during the Class Period. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each Participating Class Member so that the amount distributed to Participating Class Members equals 100% of the Net Settlement Amount allocated toward Released Class Claims. Therefore, the value of each Participating Class Member's Individual Settlement Amount ties directly to the amount of weeks that he or she worked during the Class Period (June 27, 2020 through the date of preliminary approval).

C. How PAGA Employee Individual Settlement Amounts are Calculated

If you are a PAGA Employee under the settlement, you will also receive a portion of the PAGA Penalties. Pursuant to PAGA, the LWDA will receive a payment of \$13,000 (65% of the \$20,000 total PAGA Penalties). Thirty-five percent (35%) of the \$20,000, or \$7,000, shall be paid to PAGA Employees. Each PAGA Employee shall receive a portion of the \$7,000 proportionate to the number of Pay Periods by the PAGA Employees during the PAGA Period compared to the total number of Pay Periods by all PAGA Employees during the PAGA Period.

Therefore, the value of each PAGA Employee's Individual Settlement Amount ties directly to the amount of weeks that he or she worked during the PAGA Period (June 25, 2023, through the date of preliminary approval).

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [redacted], less taxes. This is based on the Class Data which shows you worked [redacted] workweeks during the Class Period.

If you are also a PAGA Employee, you will receive a share of the PAGA Penalties. Based upon the calculation above, your approximate share of the PAGA Penalties is as follows: \$ [redacted]. This is based on the Class Data which shows you worked [redacted] pay periods during the PAGA Period.

E. Tax Treatment of Your Settlement Payments

Ten percent (10%) of each Individual Settlement Amount for Participating Class Members is intended to settle claims for unpaid wages. This portion will be reduced by applicable payroll tax withholdings and deductions. Defendant's share of legally required payroll taxes for this portion will be calculated by the Settlement Administrator and paid by Defendant separately from the Settlement Amount. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to this portion of his/her Individual Settlement Amount.

Ninety percent (90%) of the Individual Settlement Amount for Participating Class Members is intended to settle claims for interest and penalties. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to this portion of his/her Individual Settlement Amount.

If you are a PAGA Employee, your Individual Settlement Amount will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each PAGA Employee an IRS Form 1099 with respect to his/her Individual Settlement Amount.

Neither the Settlement Administrator nor the Plaintiff or Defendant, or their counsel, can provide you with any tax advice. You should contact your accountant or tax-related advisors for any questions about taxes you may owe on these amounts.

F. What Happens If You Don't Cash Your Check?

It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay over the amount represented by the check to California State Controller – Unclaimed Property Division in the name of the Settlement Class Member.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment. If you fail to keep your address current, you may not receive your Individual Settlement Payment.

11. How Will the Attorneys for the Class and the Class Representative Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed 1/3 of the Settlement Amount (\$133,333.33) for attorney fees and \$40,000 for litigation costs.

Defendant have paid all of their own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$5,000, as a service payment for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting [administrator website], a website maintained by the Settlement Administrator. Similarly, you can request documents related to this case and settlement by emailing [administrator email address], an email address maintained by the Settlement Administrator. Please refer to the Preferred Plumbing Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. You may also contact Class Counsel, whose contact information is above, and they will provide you with a copy of the settlement documents or case documents free of charge.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR COURT'S CLERK, GRAVES 6, INC. OR ITS COUNSEL, FOR INFORMATION ABOUT THIS NOTICE, THE SETTLEMENT, OR THIS LAWSUIT.