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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 **DECLARATION OF DAVID MARA, ESQ. IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE** Date: January 13, 2025 Time: 2:30pm Judge: Hon. Somnath Raj Chatterjee Dept: 21

I, DAVID MARA, declare as follows:

1. I am President of Mara Law Firm, PC, and counsel of record for the Plaintiff and the putative class in this matter. I am duly admitted to practice before all the courts of the state of California. The following facts are within my personal knowledge and, if called to testify, I could and would competently testify thereto.
2. I graduated from California Western School of Law and was admitted to practice law in California in May 2004.
3. I extensively handle employment cases which involve violations of the California Labor Code and Industrial Welfare Commission Wage Orders, such as wage and hour class actions and cases alleging violations of the Private Attorneys General Act of 2004 ("PAGA"). I have litigated over three hundred and fifty (350) class action and PAGA lawsuits over the course of approximately 20 years.
4. I was co-class counsel in *Hohnbaum v. Brinker Restaurant Corp.* (San Diego County Superior Court, Case No. GIC834348) which was the underlying case in the California Supreme Court's landmark decision in *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, in which the California Supreme Court delineated the scope of employer obligations to provide, and employee rights to receive, meal and rest periods under California law.
5. I am frequently called upon to author Amicus Curiae briefs on behalf of Consumer Attorneys of California ("CAOC"). For example, I authored the Amicus Curiae briefs on behalf of CAOC in *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, (The California Supreme Court ruling that, like meal periods, employers must relieve employees of all duty and relinquish all control to satisfactorily discharge its obligation to authorize and permit rest periods.); *Frlekin v. Apple, Inc.* (2020) 8 Cal.5th 1038 (The California Supreme Court ruling that the time spent on the employer's premises waiting for, and undergoing, required exit searches of packages, bags, or personal technology devices voluntarily brought to work is

compensable hours worked within the meaning of the Wage Orders.); *Oliver v. Superior Court* (2021) California Court of Appeal Case No. H049185 (A brief asking the California Court of Appeal for the Sixth Appellate District to determine whether mandatory drive time of personal vehicles should be considered hours worked within the meaning of the Wage Orders' suffered or permitted test.). *Davidson v. O'Reilly Auto Enterprises, LLC* (9th Cir., 2020; Docket No. 18-56188)(a brief seeking Review *En Banc* of an order denying class certification in a wage and hour matter).

6. I am also a member of CAOC's Amicus Committee that determines the cases in which the organization will agree to provide amicus support.

7. I have also lectured as a panelist for California Employment Lawyers Association regarding a host of wage and hour issues.

8. My firm has been named as class counsel in a number of wage and hour class actions in which the Court granted the plaintiff's motion for class certification. For example, my firm has been named class counsel in: *Mario Norona v. B&G Delivery System, Inc.* (Sacramento County Superior Court, Case No. 34-2015-00186826-CU-OE-GDS); *Jerald Schroeder v. YRC, Inc.; et al.* (Central District of California, Case No. 12-cv-01374-TJH); *John Martin v. Sysco Corporation, et al.* (Eastern District of California, Case No. 1:16-cv-00990-DAD-SAB); *William Smith v. Werner Enterprises, Inc. d/b/a C.L. Werner, Inc.* (District of Nebraska, Case No. 8:15-cv-287); *Thomas Perez v. City of San Diego* (San Diego County Superior Court, Case No. 37-2014-00016621-CU-OE-CTL); *Eric Mendez v. M&N Consulting, Inc. dba A-Line Messenger Service* (San Bernardino County Superior Court, Case No. CIVDS1923624); *Denson Sales v. Professional Auto Transport, Inc. et al.* (San Bernardino County Superior Court, Case No. CIVDS2010153); *Sonny Williams v. Hansen and Adkins Auto Transport, Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVDS2020832); *Bobby Williams v. Mohsen Transport, Inc.* (San Diego County Superior Court, Case No. 37-2019-00063361-CU-OE-CTL); *Ashton Harden v. Mushiana Transport Inc.* (Sacramento County Superior Court, Case No. 34-2021-00301950-CU-OE-GDS); *Paul*

Garcia, et al. v. Haralambos Beverage Co. (Los Angeles County Superior Court, Case No. BC660723); and *Ribaldo Olvera, et al. v. American Corporate Security, Inc.* (Los Angeles County Superior Court, Case No. 21STCV16417).

9. I have also been named as class counsel in numerous cases during the settlement process. Here is a non-exhaustive list of cases where I have been named as class counsel in cases during the settlement process: *Kenneth Cox v. 3PL Worx, et al.* (Yolo County Superior Court, Case No. CV-18-100); *Brian Davidson v. A&B Trucking Services, Inc.* (Kern County Superior Court Case No. BCV-16-102985); *Alex Vega, et al. v. Advance Beverage Co., Inc.* (Kern County Superior Court, Case No. BCV-16-100848); *Jaime Ruiz v. Altura Centers for Health* (Kern County Superior Court, Case No. BCV-19-101577); *George Zamudio v. AmeriPride Service, Inc.* (Alameda County Superior Court, Case No. RG1809666); *Richard Hendricks v. Antonini Freight Express, Inc.* (San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-6999); *Alton Davis v. Apria Healthcare Group, Inc.* (San Diego County Superior Court, Case No. 37-2014-00004724-CU-OE-CTL); *Alan Atchison v. Ashley Furniture Industries, Inc., et al.* (Central District of California, Case No. 17-cv-00528-JAK-SP); *Bernard Payton v. Atech Logistics, Inc.* (Sonoma County Superior Court, Case No. SCV 258595); *Ramon Jenkins v. Compass Group USA, Inc., et al.* (Yolo County Superior Court, Case No. CVCV-18-747); *Timothy Spikes, et al. v. Bear Trucking, Inc., et al.* (San Bernardino County Superior Court, Case No. CIVDS1715151); *Joshua Turpen v. Benjamin's Transfer Inc.* (Solano County Superior Court, Case No. FCS048845); *Cesar Mendoza v. Bi-Rite Food Service, Inc.* (San Mateo County Superior Court, Case No. 17CIV02044); *Terrance Bailey v. Blue Apron, LLC; et al.* (Northern District of California, Case No. 18-cv-07000-VC); *Jeffrey Weast v. California Aseptic Beverages, LLC* (San Bernardino County Superior Court, Case No. CIVDS1825256); *Michael Valentich v. Hub Construction Specialties, Inc.* (San Bernardino County Superior Court, Case No. JCCPDS4893); *Jose De Jesus Ortega Velazquez v. Hunter Landscape, Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVDS1928062); *Adrian Diaz v. Keystone*

Automotive Operations, Inc. (Riverside County Superior Court, Case No. RIC1817450); *Arturo Gonzalez v. NCI Group, Inc. dba NCI Building Systems* (Eastern District of California, Case No. 18-cv-00948-AWI-SKO); *Larry Perez v. The Nielsen Company (US), LLC* (Orange County Superior Court, Case No. 30-2021-01194324-CU-OE-CXC); *Erik Martinez v. Patrick Industries, Inc.* (San Bernardino County Superior Court, Case No. CIVDS2009663); *Randolph Fitch v. Shaw Industries, Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVSB2024674); *Joshua Rael v. Intercontinental Hotels Group Resources, Inc.* (Los Angeles County Superior Court, Case No. 19STCV16010); and *Aaron Romero v. Vitro Flat Glass, LLC* (Kern County Superior Court, Case No. BCV-21-101357).

10. The Parties conducted significant investigation and discovery of the facts and law. The Parties engaged in informal discovery prior to their first mediation with Jill Sperber on January 30, 2025. Through informal discovery, Defendant produced relevant policy documents that covered Class Members' employment with Defendant, such as employee handbooks and Defendant's wage and hour policies. Defendant also produced a sampling of time and wage records for Class Members. Plaintiff also requested, and Defendant produced, employee data points, such as the number of Class Members and the number of workweeks worked by Class Members during the relevant time period, to establish a potential exposure model in preparation for this first mediation.

11. After resolution was not reached after the first mediation, the Parties began engaging in significant formal discovery in advance of Plaintiff moving for class certification. On February 7, 2025, Plaintiff propounded on Defendant Set One of Plaintiff's Demands for Production of Documents and Special Interrogatories. The Parties met and conferred on numerous occasions to agree to the extent of further responses to discovery requests, additional document production, parameters of a stipulated protective order, and a sampling of employee records, amongst other things. This discovery, and the meet and confer efforts that followed, resulted in the production of hundreds of documents and thousands of lines of data. Further, during this time period, Plaintiff spoke with dozens of Class Members.

Moreover, on June 24, 2025, Plaintiff deposed Bryan Graves, who was named Defendant's Person Most Qualified ("PMQ"). The deposition revealed that that additional time and wage records remained outstanding. Defendant then produced additional time and wage records for Class Members on July 11, 2025. Subsequently the Parties agreed to attend a second mediation on October 13, 2025, with Jill Sperber. From this discovery and data, Plaintiff and his Counsel were able to analyze Defendant's liability and prepare a realistic damage model.

12. The Parties attended an all-day mediation with respected mediator Jill Sperber on February 7, 2025. Though the matter did not settle at that time, the Parties engaged in substantial formal discovery and subsequently agreed to schedule a second mediation with Ms. Sperber on October 13, 2025. The arms-length settlement discussion at this second mediation ultimately resulted in settlement. The Parties then met and conferred over all the terms of the settlement and finalized their settlement in the Parties' Agreement. The Parties seek preliminary approval of the Agreement in the instant motion.

13. Plaintiff contends that Defendant consistently and systematically failed to pay Plaintiff and Class Members for all "hours worked." Hours worked is defined as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Wage Order 16-2001, Subd. 2(K); *see also Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal.4th 833.

14. Forced commute in personal vehicles is compensable hours worked under the "control" test "if a service technician was required during the commute to carry a volume of tools and parts that did not 'allow the service technician to use the time effectively for the service technician's own purposes…" *Oliver v. Superior Court* (2020) 51 Cal.App.5th 1, 8. Plaintiff contends that he and other employees were not compensated for the drive time to the first work location and from the last work location despite having to carry tools with them in their personal vehicles. Plaintiff asserts that in order to carry the necessary tools, they were required to use a larger vehicle, like a truck, and that they were unable to use the commute time effectively for their own purposes.

15. In *Mendiola*, the California Supreme Court reiterated that an employee's standby time may require compensation. *Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal.4th 833. Plaintiff also alleges that Defendant required Class Members to remain on-call in between jobs but similarly did not pay them for this time. Specifically, Plaintiff alleges that he and other technicians were expected to immediately respond to a job at all times during the workday. Class Members were even instructed to remain in the area of their last job so that they could quickly report to the next job that came through. Plaintiff asserts that Defendant penalized employees if they did not meet the job quotas or rejected a job call and thus, there was a strong expectation to cater to Defendant's business needs and remain on call during periods where technicians were not actively working.

16. Further, prior to August 1, 2024, Defendant paid employees either on a piece-rate basis or hourly minimum wage, depending on which resulted in higher compensation.[1] Under California Labor Code section 226.2, employees paid on a piece-rate basis must be paid separately for rest periods and other non-productive time. Plaintiff contends that when they were paid on a piece-rate basis they were not paid for non-productive time such as time driving between jobs and time taking trips to supply vendors.

17. Defendant wholly disputes the assertion that it did not pay Plaintiff and Class Members for all hours worked. Defendant contends that its payment plan required Plaintiff and Class Members to accurately track all hours worked, including drive time to/from calls and any non-productive time such as for trips to suppliers. Defendant asserts that at all times its payment of wages was lawful given Plaintiff and Class Members were guaranteed to make at least minimum wage for all hours worked and merely had the additional opportunity to earn more than minimum wage under the piece-rate payment plan. Defendant also completely disputes that it required employees to remain on-call when they were not performing work for a job and penalized them if they did not accept work immediately. Rather, Defendant purports that Plaintiff and other technicians were free to accept jobs based

[1] Post-August 1, 2024, Defendant only paid Class Members by the hour.

on their own personal desire to work and that Class Members were entirely free to do whatever they wanted if they were not working on a job. Defendant argues that it can provide declarations from individual employees verifying this. Further Defendant argues that this issue of "on-call time" is highly individualized and varies significantly amongst Class Members. Therefore, Defendant maintains that Plaintiff's unpaid wages claim could be defeated both at class certification and on the merits. Recent appellate rulings have further complicated the liability picture for Plaintiffs that have found no unlawful borrowing from promised wages where minimum wages were paid for all hours worked. See, for example, *Mora v. C.E. Enterprises, Inc.* (2025) 2025 Cal.App. LEXIS 745.

18. Plaintiff also contends that they were not able to take compliant meal and rest breaks. As discussed above, Plaintiff alleges that he and other Class Members had to remain on-call at all times during the workday when they were not actively working and had to be ready to accept a job whenever they received a call from Defendant. This includes time during meal and rest breaks. Further, in support of the meal period claim, Plaintiff asserts that Defendant failed to record when Class Members started and ended meal periods, relying on Defendant's PMQ testimony. Thus, Plaintiff contends there is a rebuttable presumption that meal periods were not taken in qualifying shifts under *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58. *See Donohue, supra,* 11 Cal.5th at 77 ("[i]f time records show missed, short, or delayed meal periods," a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided). Moreover, Plaintiff claims Defendant's rest period policy is noncompliant because Defendant does not explain that the 10-minute rest break must be a *net* 10-minutes in a suitable rest area. *See Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 267-68 (noting that none of the time allotted for rest breaks can be consumed by the time it takes to get to a suitable rest area); *see also Bufil v. Dollar Fin. Grp., Inc.* (Cal. App. 2008) 162 Cal. App. 4th 1193 (holding the "onus is on the employer to clearly communicate the authorization and permission [to take rest breaks] to its employees").

19. Defendant disputes these claims entirely. Defendant reiterates that it did not control

employees when they were not working for an assigned job and that they were free to do as they pleased. Defendant also asserts that its meal and rest period policies are compliant. Notably, Defendant points out that its meal period policy instructs employees that they have up to 60 minutes for meals, that meal periods must be a minimum of 30 minutes, and that these breaks are completely duty-free. Likewise, Defendant contends that its rest period policies properly instruct employees that they are entitled to 10 minutes of paid, duty-free rest time for every four hours worked, or major thereof. Moreover, Defendant asserts it could get declarations from numerous Class Members verifying they received complaint meal and rest breaks.

20. Plaintiff claims that Defendant fails to reimburse employees for business expenses. Under Labor Code section 2802, the employer must "indemnify its employees for expenses they necessarily incur in the discharge of their duties[.]" The California Supreme Court in *Gattuso v. Harte-Hanks Shoppers, Inc.*, makes clear that the goal of section 2802 is "to prevent employers from passing on their operating expenses to their employees." *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal. 4th 554, 569-71. Plaintiff argues that Defendant requires drivers to use their personal vehicles in order to transport tools and supplies to job assignments but does not reimburse them for this mileage.

21. Defendant contends that it does reimburse employees for this mileage considering technicians, including Plaintiff, have billed and have been paid for mileage from their home to the first job location and from the last job location to home. Defendant asserts that even if there were instances where this mileage was not paid, that it would not be considered unlawful considering this is standard personal commute mileage inherent in any job. Therefore, Defendant maintains that Plaintiff's reimbursement claims could be defeated both at class certification and on the merits.

22. Plaintiff also pursued claims for failure to provide accurate itemized wage statements and waiting time penalty claims. These claims are derivative of Plaintiff's underlying claims outlined above. Should Plaintiffs' underlying claims fail, these claims would also fail.

23. In addition, Defendant contends that even if Plaintiffs were successful in their underlying claims, they would have to prove Defendant "willfully" failed to pay employees the appropriate wages and premiums due upon separation of employment. Defendant contends that any failure to pay wages due at the separate of employment was not willful and that it would not be liable for waiting time penalties because a "good faith dispute" exists over the payment of those wages. *See* Cal. Code Regs. Tit. 8 § 13520; *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1201. Defendant also argues that Plaintiffs' underlying claims cannot form the basis of their wage statement claim. Defendant relies on the case *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, for the position that employees do not suffer injury under California Labor Code § 226(a) so long as the wage statements correctly reflected the hours worked and the pay received even if the pay is later determined to be inaccurate.

24. Plaintiff alleges that Defendant fails to pay Class Members for all time worked given they were not paid for drive time to and from the workplace despite having to carry tools, or for time they were forced to remain on standby at all times during the workday. Plaintiff estimates that there is an average of four hours every workday where technicians are not paid but nonetheless subject to Defendant's control (one hour of drivetime and three hours of standby time per workday). Thus, Defendant's potential exposure under this claim would be $9,480,000 (79,000 shifts x $15.00 average minimum wage rate x 4 hours x 2 for liquidated damages = $9,480,000). Moreover, prior to August 1, 2024, Defendant would pay employees either minimum wage or on a piece-rate-basis, depending on which resulted in higher compensation for the pay period. However, when employees were paid on a piece-rate-basis they were not compensated separately for non-productive time, such as time picking up materials or driving to a job assignment, which Plaintiff estimated took one hour every workday. Thus, Plaintiff estimated an additional $1,494,150 in potential exposure for unpaid wages (9,961 workweeks x $15.000 average minimum wage x 5 hours x 2 for liquidated damages = $1,494,150).

25. Defendant contends these amounts are zero because it instructed Class Members to record all hours worked, including drive time to and from work and time making supply runs. Defendant also maintains that its payment of wages was wholly compliant given it guaranteed at least minimum wage for all hours worked and simply afforded employees the opportunity to earn more than minimum wage through the piece-rate system. Moreover, Defendant asserts that Class Members were free to do whatever they pleased when they were not performing work for a job, and were thus not subject to Defendant's control or entitled to compensation when they were waiting around for a new job assignment. Accordingly, Defendant claims Plaintiff should take nothing on these claims and, if the factfinder agreed, Plaintiff would take nothing. Although remaining confident in his position, Plaintiff had no way of knowing how the factfinder would rule on this issue, and a substantial discount had to be given to make settlement possible.

26. Plaintiff contends that Defendant failed to provide lawful meal periods given Defendant's PMQ testified that it did not record when meal periods started and when meal periods ended. As such Plaintiff contends, there is a rebuttable presumption under *Donohue* that there was a meal period violation in every qualifying shift. Moreover, Plaintiff contends that Defendant failed to provide employees with lawful rest periods by not providing a net 10-minute rest period in a suitable rest area. Assuming a meal or rest period violation in every single shift, Plaintiff estimated the potential exposure at $1,185,000. (79,000 shifts x $15.00 average minimum wage rate = $1,185,000).

27. Defendant similarly contends that these claims are worth nothing because it has lawful meal and rest period policies and practices. Notably, Defendant asserts that it permits employees to take a 60-minute meal period and mandates that it be at least 30 minutes, entirely duty-free. Moreover, Defendant contends employees are provided with net 10-minute rest periods. If the factfinder agreed with Defendant, Plaintiff would receive nothing on these claims.

28. Plaintiff also alleges that Defendant failed to reimburse drivers for mileage incurred driving to the first work location and mileage driving from the last work location despite needing to

use personal vehicles in order to carry the required tools. Using the average IRS mileage reimbursement rate throughout the Class Period, plaintiff estimated the exposure as $2,458,875 (79,000 shifts x $0.6225 average mileage reimbursement rate x 50 miles (25 miles each way) = $2,458,875).

29. Defendant asserts that this amount should be zero considering Class Members, including Plaintiff, received reimbursement for this mileage. Moreover, Defendant asserts that Class Members are not entitled to such reimbursement under the law considering this is merely a standard personal commute between home and the workplace. Thus, Defendant asserts Plaintiff and Class Members would not be entitled to any recovery.

30. Plaintiff alleges that Defendant failed to provide accurate itemized wage statements and waiting time penalties. These claims are entirely derivative of Plaintiff's unpaid wages and meal and rest break claims. The statute of limitations for Plaintiff's wage statement claim is one year. If Plaintiff were to prevail on this claim, the maximum potential exposure would be $100,000. ($4000 maximum penalty x 25 current employees = $100,000).

31. Plaintiff calculates the potential maximum exposure for his waiting time penalties cause of action as $1,296,000 (288 former employees x 30 days x 10 hours x $15.00 average hourly rate = $1,296,000).

32. However, if Plaintiff's underlying unpaid wages and meal and rest break claims failed, these claims would also fail. Defendant also asserts that any violation of California Labor Code § 226 was not "knowing and intentional" and that drivers cannot show that they have suffered an injury as a result of any potential violation. For waiting time penalties, Defendant similarly contends that good faith dispute existed as to whether wages were owed and that any violation would not be willful. Thus, Plaintiff had to take Defendant's arguments into consideration in evaluating these claims.

33. Plaintiff also seeks PAGA penalties for the failure to pay all time worked, failure to provide meal periods, failure to provide rest periods, failure to reimburse business expenses, failure to provide accurate wage statements, and failure to pay wages owed twice per month. PAGA

allows the private enforcement of certain California Labor Code sections relating to wage and hour violations. The statute of limitations for PAGA violations go back one year. The potential damages under PAGA for Plaintiff's core claims is thus $1,200,600 ($100 x 6 PAGA violations x 2,001 pay periods = $1,200,600).

34. Defendant contends that Plaintiff would not be allowed to "stack" PAGA penalties. If the Court were to agree with this and only award one PAGA penalty per pay period, Defendant's exposure would be $200,100. Further, as Plaintiff's PAGA claims are based on the same alleged unlawful conduct as his class claims, Plaintiff's PAGA claims are subject to the same risks on the merits as Plaintiff's class claims. In addition, the Court may reduce any PAGA penalties awarded under Section 2699, subdivision (e)(2). The likelihood of the Court reducing the PAGA penalties awarded to Plaintiff and the PAGA Class Members – assuming liability is proven as to each of Plaintiff's claims – is higher in this case where these same individuals may also be receiving money for the same unlawful conduct under the class claims. As such, the Court may reduce any PAGA penalty amount awarded to Plaintiff and the PAGA Members.

35. Thus, <u>not taking into account any of Defendant's defenses or arguments</u>, Plaintiff estimated that if he were successful in his core claims, Defendant's potential total exposure would be approximately $14,618,025 [$10,974,150 (unpaid time) + $1,185,000 (meal and rest periods) + $2,458,875 (reimbursements) = $14,618,025]. If the fact finder were to side with Defendant on the unpaid wages claim and meal and rest break claims, Plaintiff and the Class Members would also not be entitled to any damages for derivative wage statement, waiting time, or PAGA penalties. If Plaintiff is successful in his unpaid wages claim, and is able to prove that Defendant's wage statement and waiting time penalties violations were "knowing and intentional" and "willful," he may also be entitled to damages for wage statement penalties and waiting time penalties in the amounts of $100,00 and $1,296,000, respectively. Plaintiff and the PAGA Class Members may also be entitled to PAGA penalties in the amount of $1,200,600, subject to Court reduction.

36. In light of the risks Plaintiff's claims faced, Plaintiff and his Counsel believe that the settlement amount of $400,000 – with an average settlement share amount estimated at $590.45[2] – is a reasonable and fair settlement amount.

37. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1.** A true and correct copy of the proposed Class Notice is attached to **Exhibit 1** as **Exhibit A**.

38. A true and correct copy of the filing receipt from Plaintiff's upload of their preliminary approval motion and supporting documents to the LWDA's website is attached as **Exhibit 2**.

39. A true and correct copy of the confirmation that the upload of Plaintiff's preliminary approval motion was received by the LWDA is attached as **Exhibit 3**.

I declare under penalty of perjury under the laws of the State of California that all the foregoing is true and correct.

MARA LAW FIRM, PC

Date: December 16, 2025

Signed:______________________________

David Mara, Esq.

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[2] $193,666.67 Net Settlement Amount / 328 estimated class members = $590.45

EXHIBIT 1

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this settlement agreement is made between Plaintiff Cassanova Tiger (hereinafter "Plaintiff"), on behalf of himself and the Class, and Defendant Graves 6 Inc. dba Preferred Plumbing & Drain (hereinafter "Defendant") (collectively Plaintiff and Defendant are referred to in this Agreement as the "Parties"). This agreement is intended to settle the case entitled *Cassanova Tiger v. Graves 6, Inc. dba Preferred Plumbing & Drain*, Alameda County Superior Court, Case No. 24CV081513 (the "Action" or "Lawsuit").

I. DEFINITIONS

In addition to the other terms defined in this agreement, the terms below have the following meaning:

1. **Administration Costs**: The costs incurred by the Settlement Administrator, Apex Class Action LLC, to administer this Settlement, which shall not exceed $8,000. All Administration Costs shall be paid from the Gross Settlement Amount. If the actual administration costs are less than the amount allocated in this agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.

2. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled "Joint Stipulation and Settlement Agreement."

3. **Aggrieved Employees**: All non-exempt employees of Defendant in the State of California from June 25, 2023 through the later of December 12, 2025, or the date of preliminary approval of the Parties' settlement agreement by the Court.

4. **Attorneys Fee Award**: The amount of attorneys' fees approved of by the Court and awarded to Class Counsel. This amount shall not exceed one-third of the Gross Settlement Amount. The Attorneys Fee Award shall be paid from the Gross Settlement Amount. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

5. **Class**: All non-exempt employees of Defendant in the State of California from June 27, 2020 through the later of December 12, 2025, or the date of preliminary approval of the Parties' settlement agreement by the Court.

6. **Class Counsel**: David Mara, Jill Vechi, and Carter Cordura of Mara Law Firm, PC and Colette Mahon of Lawyers for Employee and Consumer Rights, APC.

7. **Class Data**: The electronic database Defendant shall deliver to the Settlement Administrator which will list the following information for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) telephone number; and (5) the total number of weeks during which the Class Member performed work during the Class Period. The Class Data shall be based on Defendant's payroll, personnel, and other business records.

8. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.

9. **Class Notice**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.

10. **Class Period**: June 27, 2020 through the later of December 12, 2025, or the date of preliminary approval of the Parties' settlement agreement by the Court.

11. **Class Representative or Plaintiff:** Cassanova Tiger.

12. **Class Representative Enhancement Payment**: The amount the Court awards to Plaintiff, which will not exceed $5,000. This payment shall be paid from the Gross Settlement Amount. This payment is being offered in consideration for Plaintiff executing a general release of claims against Defendant, a release that is broader than any Participating Class Member will provide in consideration for a settlement share. This payment is also offered in consideration for the Plaintiff's actions in conferring a benefit upon the State of California and the Class, and the time and effort Plaintiff put into pursuing the litigation. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

13. **Cost Award**: The amount that the Court orders Defendant to pay Class Counsel for payment of actual litigation costs, which shall not exceed $40,000. The Cost Award will be paid from the Gross Settlement Amount. The Cost Award is subject to Court approval. If the actual costs incurred are less than the amount allocated in this Agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this Agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.

14. **Counsel for Defendant:** Ellen Arabian-Lee of Arabian-Lee Law Corporation.

15. **Court**: Superior Court of California for the County of Alameda.

16. **Defendant**: Defendant Graves 6 Inc. dba Preferred Plumbing & Drain.

17. **Disbursement of the Settlement:** Within ten (10) business days after the

Settlement Administrator's receipt of the Gross Settlement Amount, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to be Paid to Aggrieved Employees; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (5) the Administration Costs, as approved by the Court; (6) the LWDA Payment to the LWDA; and (7) Defendant's portion of payroll taxes as the Class Members' current or former employer.

18. **Effective Final Settlement Date:** The effective date of this Settlement will be when the final approval of the settlement can no longer be appealed, or, if there are no objectors and no plaintiffs in intervention at the time the court grants final approval of the settlement, the date the court enters judgment granting final approval of the settlement.

19. **Employer Taxes**: Defendant's portion of payroll taxes as the Class Members' current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) owed to the appropriate local, state, and federal taxing authorities. Defendant's portion of payroll taxes shall be paid from the Gross Settlement Amount.

20. **Final Judgment or Final Approval**: The final order entered by the Court approving this Agreement.

21. **Funding of Settlement:** Defendant shall make payment of 50% of the Gross Settlement Amount into an escrow account upon execution of the long form Settlement Agreement. Defendant shall deposit the remaining 50% of the Gross Settlement Amount upon the Court's preliminary approval of the settlement. Defendant shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount no later than forty-five (45) days after the Effective Final Settlement Date.

22. **Gross Settlement Amount or GSA**: The total value of the Settlement is a non-reversionary $400,000. This is the gross amount Defendant can be required to pay under this Settlement Agreement, with the exception of if the Escalator Provision is triggered. The Gross Settlement Amount includes without limitation: Defendant's portion of payroll taxes as the Class Members' current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) owed to the appropriate local, state, and federal taxing authorities. Defendant's portion of payroll taxes shall be paid from the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

23. **Individual Class Settlement Share(s)**: The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Class Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Class Settlement Share automatically, without the return of a claim form.

24. **<u>Individual PAGA Settlement Share(s)</u>**: The amount payable to each Aggrieved Employee under the terms of this Settlement Agreement. Aggrieved Employees are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Also, even if an Aggrieved Employee requests exclusion from the Class Settlement as described in this Agreement, the Aggrieved Employee will receive an Individual PAGA Settlement Share. Therefore, Aggrieved Employees will receive an Individual PAGA Settlement Share automatically, without the return of a claim form and regardless of whether they request to be excluded from the Class Settlement.

25. **<u>LWDA</u>**: California Labor and Workforce Development Agency ("LWDA"). The LWDA is empowered to enforce the Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*, and has delegated such authority to Plaintiff with regard to the claim in this Action through the procedural mechanisms provided for by statute.

26. **<u>LWDA Payment</u>**: Refers to the Sixty-five percent (65%) of the PAGA Payment of $20,000 that is to be paid to the LWDA as described in this Settlement.

27. **<u>Net PAGA Settlement Amount or NPSA</u>:** The total amount of money for payout to Aggrieved Employees, which is the PAGA Payment less the LWDA Payment.

28. **<u>Net Settlement Amount or NSA</u>**: The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorneys Fee Award, Cost Award, Class Representative Enhancement Payment, the PAGA Payment, Defendant's portion of payroll taxes, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Participating Class Members. The payment of employee-side taxes on the portion of the settlement shares earmarked as wages shall be paid out of the Net Settlement Amount. Thus, the Individual Settlement Shares that are paid out of the Net Settlement Amount shall be reduced by the employee's tax liability for the share for the portion of the settlement shares allocated as wages.

29. **<u>PAGA</u>**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).

30. **<u>PAGA Data</u>**: The electronic database Defendant shall deliver to the Settlement Administrator which will list the following information for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) social security number; (4) telephone number; and (5) the total number of pay periods during which the Aggrieved Employee performed work during the PAGA

Period as an Aggrieved Employee. The PAGA Data shall be based on Defendant's payroll, personnel, and other business records.

31. **PAGA Payment**: Refers to the $20,000 the Parties have agreed to settle the PAGA claims. 65% of this amount, or $13,000, shall be paid to the LWDA. The remaining 35% of the $20,000, or $7,000, shall become part of the Net PAGA Settlement Amount payable to Aggrieved Employees.

32. **PAGA Period**: June 25, 2023 through the earlier of December 12, 2025, or the date of preliminary approval of the Parties' settlement agreement by the Court.

33. **PAGA Settlement**: Refers to the settlement of claims included in the Released PAGA Claims, for which Aggrieved Employees will receive an Individual PAGA Settlement Share payment.

34. **Participating Class Members**: All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.

35. **Parties**: Plaintiff Cassanova Tiger, as an individual and as Class Representative, and Defendant Graves 6 Inc. dba Preferred Plumbing & Drain.

36. **Preliminary Approval or Preliminary Approval Order**: The Court's order preliminarily approving the Class Settlement.

37. **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.

38. **Released PAGA Claims**: 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. All Released PAGA Claims are limited to the PAGA Period. 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.

39. **Released Parties**: 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.

40. **Response Deadline**: Sixty (60) calendar days from the initial mailing of the Class Notices.

41. **Settlement Administration**: The Settlement Administrator will use the National Change of Address Database to obtain updated addresses for Class Members. The Settlement Administrator will mail the Class Notices by first class U.S. mail to all Class Members at the address resulting from the search of the National Change of Address Database. The Class Notices will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.

42. **Settlement Administrator**: The third party administrator agreed upon by Parties to administer this Settlement is Apex Class Action LLC.

II. RECITALS

43. A class action complaint was filed by Plaintiff on June 27, 2024 in Alameda County Superior Court (Case No. 24CV081513). The complaint alleges the following causes of action against Defendant: 1) Failure to Pay All Straight Time Wages; 2) Failure to Pay Overtime; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Rest Periods; 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; 6) Failure to Pay all Wages Due at the Time of Termination; 7) Failure to Reimburse/Illegal Deductions; 8) Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy; and 9) Violation of Unfair Competition Law.

44. Plaintiff submitted his Notice of Labor Code Violations to the LWDA on June 27, 2024. Thereafter, a PAGA representative action complaint against was filed by Plaintiff (as an agent of the 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 Overtime; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Rest Periods; 5) Failure to Pay all Wages Due at the Time of Termination; 6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; 7) Failure to Reimburse/Illegal Deductions; 8) Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy; and 9) Failure to Pay Employees Two Times Per Month.

45. On or around February 26, 2025, an amended complaint was filed in the class action, Case No. 24CV081513, to encompass the allegations contained in the PAGA action, Case No. 24CV090091, which effectively consolidated both matters under Case No. 24CV081513.

46. The Parties met and conferred regarding the case on multiple occasions and then agreed to attend a mediation. Prior to the mediation, Defendant provided class-wide data, documents, and information permitting Plaintiff and his lawyers to fully evaluate class-wide exposure.

47. On January 30, 2025, the Parties participated in a full-day mediation with respected wage and hour mediator, Jill Sperber. This mediation was unsuccessful. After further litigation and additional discovery, the Parties agreed to attend a second mediation with Ms. Sperber on October 13, 2025, which resulted in the settlement that is reflected in this Agreement.

48. **Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

49. **Defendant's Reasons for Settlement.** Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant has been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

50. **Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class or representative treatment. Defendant asserts a number of defenses to the claims, and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Lawsuits. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.

51. **Plaintiff's Claims.** Plaintiff asserts that Defendant's defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiff, Participating Class Members, and Class Counsel will not oppose Defendant's efforts to use this Agreement to prove that Plaintiff and Participating Class Members have resolved and are forever barred from re-litigating the claims released under this Agreement.

III. SETTLEMENT TERMS AND CONDITIONS

52. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, that Defendant is obligated to pay under this Settlement Agreement is $400,000, with the exception of if the Escalator Provision is triggered. The Gross Settlement Amount includes, but is not limited to: Defendant's portion of payroll taxes as the Class Members' current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) owed to the appropriate local, state, and federal taxing authorities. Defendant's portion of payroll taxes shall be paid from the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

    A. **Escalator Provision**: It was estimated for purposes of mediation that there are approximately 15,800 workweeks between the start of the Class Period and the October 13, 2025 mediation. Should the number of workweeks worked during the Class Period exceed more than 10% of the amount represented (*i.e.* by more than 1,580 workweeks, or in other words, if the workweeks worked by Class Members during the Class Period exceeds 17,380 workweeks), Defendant, at its option, can either choose to: (1) cut off the Class Period and PAGA Period as of the date on which the number of workweeks reaches 17,380; or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 10% amount (*i.e.* if there was a 11% increase in the number of workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%).

53. **Settlement Subject to Review of Defendant's Finances.** This settlement is contingent upon Defendant providing Plaintiff's Counsel with corporate tax returns for the years 2022, 2023 and 2024, and other reasonable confirmatory

financial information. Within 30 days of receipt, Plaintiff's Counsel shall confirm settlement terms in writing. Plaintiff agrees that any financial information submitted by Defendant will be used for settlement purposes only and shall be kept confidential and not disclosed to any third parties, including the Plaintiff or any class members or representative employees. At the conclusion of this litigation, Defendant's financial information in Plaintiff's Counsel's possession shall be destroyed within 30 days.

54. **Class Certification**. Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this Agreement.

55. **Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the Settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification and liability.

56. **Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff Cassanova Tiger shall be appointed as representative for the Class.

57. **Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.

58. **Individual Class Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Class Settlement Share from the Net Settlement Amount to each Participating Class Member.

A. Calculation.

i. **Individual Class Settlement Share Calculation.** Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant, based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net

Settlement Amount. One day worked in a given week will be credited as a work week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

B. Tax Withholdings. Each Class Member's Individual Settlement Share will be apportioned as follows: 10% wages, 90% interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be paid from each Class Member's Individual Settlement Share. Defendant's portion of payroll taxes shall be paid from the Gross Settlement Amount.

59. Individual PAGA Settlement Share. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual PAGA Settlement Share from the Net PAGA Settlement Amount to each Aggrieved Employee.

A. Calculation.

i. **Individual PAGA Settlement Share Calculation.** Each Aggrieved Employee will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendant, based on the PAGA Data provided by Defendant, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same PAGA data, which is then multiplied by the Net PAGA Settlement Amount. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual PAGA Settlement Share ties directly to the amount of pay periods that he or she worked during the PAGA Period.

B. Tax Withholdings. Each Aggrieved Employee's Individual PAGA Settlement Share will be apportioned as 100% penalties. The Individual PAGA Settlement Shares shall therefore be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

60. **Constituents of Gross Settlement Amount Disbursement.** Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the Gross Settlement Amount as directed later on herein to the following:

A. **To the Named Plaintiff:** In addition to his Individual Settlement Share, and subject to the Court's approval, the named Plaintiff, Cassanova Tiger, will receive up to $5,000 in consideration for providing Defendant a General Release, a release that is broader than the claims released by Participating Class Members. The Settlement Administrator will pay the Class Representative Enhancement Payment out of the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payment. An IRS Form 1099 will be issued to Plaintiff with respect to their Class Representative Enhancement Payment.

B. **To Class Counsel.** At the Final Approval Hearing, Class Counsel will apply to the Court for an Attorneys Fee Award not to exceed one-third of the GSA and a Cost Award not to exceed $40,000. The Settlement Administrator will pay the Court approved amounts for the Attorneys Fee Award and Cost Award out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Attorneys Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorneys Fee Award. In the event the Court does not approve the entirety of the application for the Attorneys Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorneys Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

C. **To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each Class Member's Individual Settlement Share. Defendant's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) will be included in the GSA. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes and will forward the amount of the Participating Class Members' and Defendant's portion of normal payroll withholding taxes to the appropriate taxing authorities.

D. **To the Settlement Administrator.** The Settlement Administrator – Apex Class Action LLC – will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed $8,000. This will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

E. **To the LWDA and Aggrieved Employees.** The Settlement Administrator will pay $13,000 of the PAGA Payment to the LWDA. This is 65% of the $20,000 allocated to satisfy the PAGA penalties claim. The remaining 35% of the PAGA Payment (which equates to $7,000) shall become part of the Net PAGA Settlement Amount payable to Aggrieved Employees

F. **To Participating Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members and Aggrieved Employees shall be made from the Gross Settlement Amount.

61. **Appointment of Settlement Administrator.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Apex Class Action LLC shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Class Notice to Class Members and Aggrieved Employees; performing skip traces and remailing notices to Class Members and Aggrieved Employees; calling Class Members and Aggrieved Employees with undeliverable notices to obtain accurate addresses; keeping track of any objections or requests for exclusion from Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's and Aggrieved Employee's Individual Settlement Share; maintaining a website which will include settlement documents; providing weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing and remailing Individual Settlement Shares to Participating Class Members and Aggrieved Employees; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorneys Fee Award and Cost Award to Class Counsel; printing and providing Participating Class Members, Aggrieved Employees, and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to Legal Aid at Work in the amounts directed per this Settlement; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in Apex Class Action LLC or otherwise have a relationship with Apex Class

Action LLC that could create a conflict of interest.

62. Procedure for Approving Settlement.

A. Cooperation.

i. All Parties and their counsel shall support the Settlement and take such steps as are reasonably necessary to effectuate the Settlement.

B. Motion for Preliminary Approval and Conditional Certification.

i. Plaintiff will move for an order: (1) conditionally certifying the Class for settlement purposes only; (2) granting Preliminary Approval of the Settlement; (3) setting a date for the Final Approval hearing; and (4) approving the Class Notice.

ii. At the same time that Plaintiff files his Motion for Preliminary Approval, Plaintiff shall send a copy of the Agreement to the LWDA pursuant to the 2016 amendments to PAGA.

iii. At the Preliminary Approval hearing, Plaintiff will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.

iv. **Effect of Denial of Preliminary Approval.** Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement Agreement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement Agreement. Any order or proceeding relating to an application for the Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment.

C. **Notice to Class Members and Aggrieved Employees.** After the Court enters its Preliminary Approval Order, every Class Member and Aggrieved Employee will be provided with the Class Notice in accordance with the following procedure:

i. **Delivery of Class and PAGA Data.** Within ten (10) business days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic database, which will list the Class and PAGA Data. If any or all of this information is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will use the National Change of Address Database to obtain updated addresses for Class Members. The Class Data and PAGA Data shall be based on Defendant's payroll, personnel, and other business records. The Settlement Administrator shall maintain the Class and PAGA Data and all information contained within the Class and PAGA Data as private and confidential.

ii. **Preparation of Class Notices.** Based on the information in the Class and PAGA Data and the formulae set forth in Paragraph 58(A)(i) and 59(A)(i), above, the Settlement Administrator shall promptly calculate the estimated Individual Settlement Share and Individual PAGA Settlement Share for every Class Member and Aggrieved Employee, to be included in the individualized Class Notices to be sent to that Class Member and/or Aggrieved Employee, and shall prepare and mail a spreadsheet setting forth those calculations to Class Counsel and Defense Counsel no fewer than five (5) days before mailing the Class Notices to Class Members and Aggrieved Employees. The Class Notices will inform each Class Member of his/her right to do nothing, dispute the number of work weeks worked, opt out of the Settlement, or object to the Settlement. It will also inform Class Members that if they first request exclusion from the Settlement and then object, the objections would not be considered valid. In addition, if the Class Members object and then request exclusion from the Class Settlement, the Class Members would be deemed to have waived their objection.

iii. **Mailing of Class Notices.** Within ten (10) business days after receipt of the Class and PAGA Data, the Settlement Administrator will mail via first-class regular U.S. Mail the Class Notice to all identified Class Members and Aggrieved Employees using the mailing address information provided by Defendant and the results of the search of the National Change of Address Database on all Class Members and Aggrieved Employees.

iv. **Returned Notices.** If a Class Notice is returned because of an incorrect address, within five (5) business days from receipt of the returned notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail, performing address searches for all mail returned without a forwarding address, and promptly re-mailing to Class Members for whom new addresses are found.

v. **Weekly Status Reports.** The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received.

vi. **Settlement Administrator's Declaration.** No later than fourteen (14) calendar days after the Response Deadline, or on a date mutually agreed upon by the Parties and the Settlement Administrator, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel at the same time as the final approval motion is filed. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

D. **Objections to Settlement.** The Class Notice will provide that the Class Members who wish to object to the Settlement can do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline or can do so at the Final Approval Hearing. The timeframe to submit a written objection will not be increased for returned mailings.

a. **Format.** Any written Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

b. **Notice of Intent to Appear.** Objecting Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel. Objecting Class Members are permitted to appear regardless of whether they submitted a written objection.

E. **Request for Exclusion from the Settlement ("Opt-Out").** The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and the last four digits of the Class Member's social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

i. **Effect of "Opt-Out."** Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share or any benefit of this Settlement. If the Class Member is also an Aggrieved Employee as defined in this Agreement, however, he or she will still receive an Individual PAGA Settlement Share payment as approved by the Court. Aggrieved Employees have no right to opt-out of the PAGA Settlement.

ii. **Confirmation of Authenticity.** If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Class Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement.

iii. **Opt-out Fuse.** If, within thirty (30) days after receipt of all requests for exclusion, more than 5% of the Settlement Class have timely submitted otherwise valid requests for exclusion, Defendant may have the option to terminate the Settlement Agreement. Plaintiff cannot opt out of or object to the Settlement Agreement. No party or counsel to any party may solicit Settlement Class members to opt-out of the Settlement.

F. **Class Member and Aggrieved Employee Disputes.** If a Class Member or Aggrieved Employee who receives a Class Notice wishes to dispute the number of work weeks and/or pay periods listed on the Class Notice, the Class Member or Aggrieved Employee may notify the Settlement Administrator by mail or telephone no later than the Response Deadline and should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates the Class Member or Aggrieved Employee contends he or she worked for Defendant during the Class or PAGA Period. The Settlement Administrator shall then provide the documentation provided by the Class Member or Aggrieved Employee to Defendant. Defendant shall review its records, the documentation provided by the Class Member or Aggrieved Employee, and shall provide information to the Settlement Administrator in response to any such disputed claim. Defendant's records shall be presumed to be determinative, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member or Aggrieved Employee and make the decision as to which dates should be applied. The determination by the Settlement Administrator shall be final and binding.

G. **Report.** No later than five (5) business days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.

H. **No Solicitation of Objection or Requests for Exclusion.** Neither the

Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

I. Settlement Website. The Settlement Administrator shall establish a website to host documents relevant to this lawsuit and the proposed settlement. Such documents shall include: the operative complaint; this Joint Stipulation and Settlement Agreement, together with its exhibits; and the Class Notice.

J. Motion for Final Approval.

i. Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorneys Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement Payment; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Class and PAGA Claims of the Participating Class Members and LWDA.

ii. **Denial or Appeal of Final Approval.** If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Enhancement Payment, Attorneys Fee Award, Cost Award, and Administration Costs award will not constitute a material modification to the Settlement within the meaning of this paragraph.

iii. **Proposed Order and Judgment.** Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under Court rules and applicable law.

K. **Waiver of Right to Appeal.** Provided that the judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

L. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing Court vacates, reverses, or modifies the judgment such that there is a material modification to the Settlement Agreement, and that Court's decision is not completely reversed and the judgment is not fully affirmed on review by a higher Court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

M. **Disbursement of Settlement Shares and Payments.** Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

i. **Funding the Settlement:** Defendant shall make payment of 50% of the Gross Settlement Amount into an escrow account upon execution of the long form Settlement Agreement. Defendant shall deposit the remaining 50% of the Gross Settlement Amount upon the Court's preliminary approval of the settlement. Defendant shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount no later than forty-five (45) days after the Effective Final Settlement Date.

ii. **Disbursement**: Within ten (10) business days after the Defendant provides the GSA to the Settlement Administrator, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to be Paid to Aggrieved Employees; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (5) the Administration Costs, as approved by the Court; (6) the LWDA Payment to the LWDA; and (7) Defendant's portion of payroll taxes as the Class Members' current or former employer.

iii. **Qualified Settlement Fund or QSF**: The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

N. Settlement Administrator's Final Report. Within ten (10) business days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds. The Parties shall file this declaration with the Court. The Settlement Administrator will provide any supplemental declaration required by the Court or the Parties.

O. Uncashed Checks. Participating Class Members and Aggrieved Employees must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them.

i. **Reminder Postcard.** If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.

ii. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed shall be tendered to Legal Aid at Work. Legal Aid at Work is a nonprofit legal services organization that has been assisting low-income, working families for more than 100 years. Legal Aid at Work's Wage Protection Program represents low-wage workers who are the victims of wage violations. The wage claims made by Legal Aid at Work's clients are often the same type of claims made in wage-and-hour class actions brought by workers under the federal Fair Labor Standards Act and under California wage-and-hour laws.

P. **Defendant's Legal Fees.** Defendant is responsible for paying for all of Defendant's own legal fees, costs, and expenses incurred in this Action outside of the Gross Settlement Amount.

63. **Release of Class Claims.** As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Class Claims. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Class Claims.

64. **Release of PAGA Claims.** As of the Effective Final Settlement Date, the Released Parties shall be entitled to a release from the LWDA and Plaintiff (as representative of the State of California, the LWDA, and the general public) as to all Released PAGA Claims. Defendant will be entitled to assert this Settlement of the PAGA Claims in this Action as a defense to future claims against it for penalties by the LWDA or under the PAGA on behalf of the LWDA. The Released Parties will also be entitled to assert this release of PAGA Claims to assert claim or issue preclusion or other effects of this Settlement if any Aggrieved Employees bring a subsequent claim on behalf of the LWDA concerning the same primary rights that were at issue in this Action. Aggrieved employees may not opt out of the PAGA Settlement.

65. **Plaintiff's Release of Claims and General Release.** As of the Effective Final Settlement Date, and in exchange for the Class Representative Enhancement Payment to the named Plaintiff in an amount not to exceed $5,000, Plaintiff Cassanova Tiger shall give the following general release of claims for himself and his respective spouse, heirs, successors and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of their signatures on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to his employment with Defendant or the remuneration for, or termination of, such employment. Plaintiff's Release of Claims also includes a waiver of California Civil Code section 1542, 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.

This release excludes any release of any claims not permitted to be released by law.

66. Miscellaneous Terms

A. **No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiff's and Defendant's willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).

B. **No Effect on Employee Benefits.** The Class Representative Enhancement Payment and/or Individual Settlement Shares paid to Plaintiff and Participating Class Members and/or Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating Class Members or Aggrieved Employees. The Parties agree that any Class Representative Enhancement Payment and/or Individual Settlement Share paid to Plaintiff or the Participating Class Members and/or Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiff's or Participating Class Members' and/or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Class Representative Enhancement Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

C. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

D. **Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

E. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

F. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.

G. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

H. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

I. **No Prior Assignment.** Plaintiffs hereby represent, covenants, and warrants that he has 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 herein released and discharged.

J. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will 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.

K. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

L. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members and Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member or Aggrieved Employee, such Class Member assumes all responsibility for the payment of such taxes.

M. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

N. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

O. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

P. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: ______________ **CASSANOVA TIGER**

____

Dated: Dec 15, 2025 **GRAVES 6 INC. dba PREFERRED PLUMBING & DRAIN**

Bryan Graves
Bryan Graves (Dec 15, 2025 12:17:58 PST)
____
Name:
Title:

Dated: ______________ **MARA LAW FIRM, PC**

____
David Mara, Esq.
Jill Vecchi, Esq.
Carter Cordura, Esq.
Attorneys for Plaintiff

Dated: 12-15-25

LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS, APC

Colette Mahon, Esq.
Attorneys for Plaintiff

Dated: 12-15-25

ARABIAN-LEE LAW CORPORATION

Ellen Arabian-Lee

Ellen Arabian-Lee, Esq.
Attorneys for Defendant

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

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**

MARA LAW FIRM, PC	ARABIAN-LEE LAW CORPORATION
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	Ellen C. Arabian-Lee 2999 Douglas Boulevard, Suite 180 Roseville, CA 95661 Tel: (916) 242-8662

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 Parties[1] 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: $______________, less taxes. This is based on the Class Data which shows you worked ___ 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: $______________. This is based on the Class Data which shows you worked ___ 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' 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.

EXHIBIT 2

EXHIBIT 3