

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

**If you are or were employed by Tight Quarters, Inc.,
in California between July 3, 2009 and August 21, 2014 (the
“Class Period”) and are a member of the below-described
Settlement Class, a class action settlement may affect your
rights.**

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

- A proposed Settlement of the lawsuit *Beristain-Vargas v. Tight Quarters, Inc.*, United States District Court Case No. CV13-05600 SJO (JCGx), has been reached by the Parties and has been granted Preliminary Approval by the court supervising the lawsuit.
- The proposed Settlement will resolve all claims in this lawsuit. The court has ordered that this Notice be sent to you because you may be a member of the Settlement Class.
- The purpose of this Notice is to inform you of the Settlement of the class action and your legal rights and options under the Settlement:

Your Legal Rights and Options in this Settlement	
DO NOTHING	<p>Receive an Individual Settlement Payment.</p> <p>If you received this notice by mail, you will receive an Individual Settlement Payment automatically, without the need to return a claim form, after final judicial approval of the Settlement Agreement if you do not exclude yourself from the Settlement. If you are a current Tight Quarters employee, your decision as to whether or not to participate in the Settlement will not affect your employment with Tight Quarters. Tight Quarters is prohibited by law from retaliating against any employee who participates in this Settlement. Tight Quarters desires that all Settlement Class members receive their allocated Individual Settlement Payments.</p>
MAIL-IN A WRITTEN EXCLUSION REQUEST	<p>Do not participate in the settlement. Get no payment.</p> <p>If you want to opt-out of the Settlement, you must sign and return the enclosed Request for Exclusion Form to the Settlement Administrator, postmarked no later than <u>November 17, 2014</u>. To opt-out, your Request for Exclusion Form must include your name (and former names, if any), current address, telephone number, and the last four digits of your social security number. Opt-out requests that do not include all required information, or that are not submitted timely, will be disregarded. If you submit a valid and timely opt-out request, you will not participate in the Settlement and will not be bound by either the Settlement or the Judgment.</p>
OBJECT	<p>If you participate in the Settlement, you may also object to the Settlement if you wish. To object, you must submit a written objection, and supporting papers, to the court, Class Counsel, and defense Counsel that is postmarked no later than <u>November 17, 2014</u>. If your Objection is accepted, that may change how the Settlement operates. If it is not accepted, you will participate in the Settlement in its existing form.</p>

QUESTIONS? CALL (424) 248-0510 OR (714) 482-6301.

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BASIC INFORMATION

1. Why did I get this notice?

You have received this notice because Tight Quarters's company records indicate that you are a member of the Settlement Class (a "Settlement Class Member"). This notice is designed to advise you of how you can participate in this Settlement or how you can exclude yourself from or object to this Settlement.

2. What is this lawsuit about?

Plaintiff Armando Beristain-Vargas claims in the lawsuit that Tight Quarters has violated a number of wage and hour laws. In particular, Plaintiff claims among other things that Tight Quarters failed to pay minimum wages and overtime compensation for time spent traveling to jobsites; failed to provide rest breaks; failed to provide accurate or complete wage statements; and failed to pay wages within required time periods. Both Plaintiff and Tight Quarters believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the Settlement Class.

3. What is a class action and who is involved?

In a class action, one or more people sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The person who sued is called the Plaintiff. The company he has sued (in this case Tight Quarters) is called the Defendant. One court resolves the issues for everyone in the Class except for those people who choose to exclude themselves from the Class. On August 21, 2014, Judge S. James Otero of the United States District Court, the judge assigned in this lawsuit, issued an order preliminarily certifying the Settlement Class.

THE CLAIMS IN THE LAWSUIT

4. What does the lawsuit complain about?

In the lawsuit, the Plaintiff complains that Tight Quarters did not pay him minimum wages and overtime compensation for time spent traveling to jobsites. Plaintiff alleges that Tight Quarters failed to provide compensation for missed rest breaks. Plaintiff alleges that Tight Quarters failed to pay him all his due wages on time after he concluded his employment with Tight Quarters.

5. How does Tight Quarters answer?

Tight Quarters denies that it did anything wrong and says that it properly compensated employees for minimum wages and overtime, provided rest periods, and paid all wages on time.

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6. Has the court decided who is right?

The court has made no ruling on the merits of the members of the Settlement Class's claims and has determined only that certification of the Settlement Class for Settlement purposes is appropriate.

7. What is the Plaintiff asking for?

The Plaintiff wants minimum wage and overtime compensation, liquidated damages, wage premiums for missed rest breaks, and continuing wages for Class Members.

THE SETTLEMENT

8. Why is there a settlement?

Both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Tight Quarters denies all of the claims in the lawsuit. The Class Representative and his lawyers think the Settlement is in the best interests of all Settlement Class Members.

9. What does the Settlement provide?

Under the terms of the Settlement, Tight Quarters agrees to pay a Settlement Amount of \$200,000. Deducted from this amount will be sums approved by the court for attorneys' fees in the lawsuit not to exceed \$66,666.66, reasonable costs incurred by Class Counsel in the lawsuit in the amount of up to \$7,000, an incentive payment to the Plaintiff for his services as the Class Representative not to exceed \$5,000, payment to the State of California Labor and Workforce Development Agency of \$1,000 for alleged penalties, and the fees and expenses of the Settlement Administrator in an amount not to exceed \$10,000. The cash amount left ("the Remainder") is available to pay Settlement Class Members who do not opt-out of the Settlement.

For each employee who does not opt-out of the Settlement, the Settlement Administrator will calculate the payment as follows: First, the number of weeks worked by such employee during the Class Period shall be determined. Second, that number shall be divided by the total workweeks of all Settlement Class Members during the Class Period. Third, the number resulting from that division shall be multiplied by the Remainder. This is your "Class Member Allocation Amount". Your Class Member Allocation Amount will depend on the number of valid opt-out requests submitted, and may be larger or smaller depending on how many valid opt-out requests are submitted. It will also depend upon your total workweeks during the Class Period.

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Tight Quarters’s records indicate that you worked the following number of workweeks during the Class Period: 1 workweek

Based on the foregoing formula, your proportionate share of the Settlement is approximately: \$15.21

If you disagree with the information reflected on this notice, you may state the basis of your disagreement and submit documentation supporting your position by no later than November 17, 2014, to the Settlement Administrator at the following address: Tight Quarters Settlement, C/o Phoenix Settlement Administrators, P.O. Box 3982, Tustin, California 92781.

The Class Member Allocation Amounts shall be considered 1/4 wage income and 3/4 non-wage income. The Settlement Administrator shall calculate and deduct from those amounts the employer’s and employee’s share of tax and other required withholdings, and then will pay the resulting amount to Settlement Class Members who are not Opt-Outs.

10. What am I giving up in exchange for the settlement benefits?

The “Released Parties” mean: Tight Quarters, Inc., Telford T. Cottam, and their past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint ventures, affiliated organizations, insurers and assigns, and each of their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, partners, joint ventures, benefit plans sponsored or administered by Defendants, divisions, units, branches and other persons or entities acting on their behalf (collectively, the “Released Parties”).

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By agreeing to be part of the Settlement, you are agreeing to release all claims you have against the Released Parties including:

1. Any and all claims, demands, rights, liabilities, expenses, and losses that arise from, could have been raised, touch or concern the allegations in the lawsuit that you have or might have against any of the Released Parties at any time prior to and through the Class Period, including but not limited to claims for unpaid overtime, failure to pay minimum wage, failure to provide meal or rest breaks or pay one hour's wages in lieu thereof, failure to indemnify for all work related expenditures and losses, alleged violations of Private Attorneys General Act under California Labor Code section 2698, *et seq.*, and all related statutory claims, including but not limited to, alleged violation of California Labor Code sections 201-204, 208, 210, 215-216, 218.5, 225.5, 226, 226.3, 226.6, 226.7, 450, 500, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2802, 2926, 2927, California Business and Professions Code sections 17000 and 17200 *et. seq.*, the relevant Wage Orders issued by the Industrial Welfare Commission, Civil Code sections 52 and 52.1, or any other claim for any statutory or civil penalty that could have been asserted based on the facts alleged in the lawsuit under California law that arise from the allegations as pled.
2. Any claims for restitution, liquidated damages, disgorgement, conversion, unjust enrichment, interest, or equitable relief and/or for penalties of any kind arising under state law with respect to the claims that were asserted or could have been reasonably asserted from the facts alleged in the lawsuit on behalf of the Settlement Class;
3. With respect to only those who cash their settlement share checks, the released claims shall also include any and all claims under the Fair Labor Standards Act or that could have been asserted based on the facts alleged in the lawsuit under federal law that arise from the allegations pled in this lawsuit;
4. Any claim for attorneys' fees or costs against any of the Released Parties.

Each Settlement Class Member will acknowledge that he/she has read section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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Each Settlement Class Member shall further warrant that he/she understands that section 1542 gives him/her the right not to release existing claims of which he/she is not now aware, unless he/she voluntarily chooses to waive this right. Limited to the scope of the released claims, each Class Member shall voluntarily waive the rights described in section 1542, and elect to assume all risks as set forth herein that now exist in his/her favor, known or unknown.

You can talk to the lawyers for the Settlement Class listed below for free or you can talk to your own lawyer if you have questions about the released claims and what they mean.

11. How do I get a payment?

If you received this notice by mail, you will receive an Individual Settlement Payment automatically if you do not exclude yourself from the Settlement.

12. When will I get my payment?

Individual Settlement Payments will be mailed to Settlement Class Members who are eligible to receive benefits under the Settlement, after the court approves the Settlement, and after time for appeals has ended and any appeals have been resolved. After the court approves the Settlement, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

13. When is the effective date of the settlement agreement?

The Settlement Agreement becomes effective upon the United States District Court's preliminary approval of the Settlement Agreement.

WHO IS IN THE SETTLEMENT CLASS

14. Am I part of this Settlement Class?

Judge S. James Otero decided that the Settlement Class Members include all persons who are or were employed by Tight Quarters, Inc. and its related entities, as non-exempt laborers, nonexempt forepersons and non-exempt operators in the State of California at any time during the period July 3, 2009 to August 21, 2014.

15. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling or writing to the Class Counsel, at the phone numbers or addresses listed in Question 22.

QUESTIONS? CALL (424) 248-0510 OR (714) 482-6301.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Settlement Class or opt-out of the Settlement Class by November 17, 2014.

16. What happens if I do nothing at all?

You don't have to do anything now if you want to receive a share of the money from this settlement between Tight Quarters and the Plaintiff. By doing nothing you are staying in the Settlement Class and you keep the possibility of getting money that may come from this settlement. But, you give up any rights to sue Tight Quarters separately about the same legal claims in this lawsuit.

17. Why would I ask to be excluded?

If you already have your own lawsuit against Tight Quarters and want to continue with it, you need to ask to be excluded from the Settlement Class. If you exclude yourself from the Settlement Class—which also means to remove yourself from the Settlement Class, and is sometimes called “opting-out” of the Settlement Class—you won't get any money from this settlement between Tight Quarters and the Plaintiff. However, you may then be able to sue or continue to sue Tight Quarters. If you exclude yourself, you will not be legally bound by the court's judgments in this class action.

If you start your own lawsuit against Tight Quarters after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against Tight Quarters, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

18. How do I ask the court to exclude me from the Settlement Class?

Settlement Class Members may exclude themselves (“opt-out”) from the Settlement Class by submitting the enclosed Request for Exclusion Form to the Settlement Administrator by certified mail to Tight Quarters Settlement, C/o Phoenix Settlement Administrators, P.O. Box 3982, Tustin, California 92781, on or before November 17, 2014. To opt-out, your Request for Exclusion Form must include your name (and former names, if any), current address, telephone number, and the last four digits of your social security number. Opt-out requests that do not include all required information or that are not submitted timely will be disregarded. Persons who submit valid and timely opt-out requests will not participate in the Settlement and will not be bound by either the Settlement or the Judgment.

QUESTIONS? CALL (424) 248-0510 OR (714) 482-6301.

19. What happens if I exclude myself from the Settlement?

If you exclude yourself now you will not get anything from the Settlement. If you ask to be excluded, you will not get an Individual Settlement Payment and you cannot object to the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against Tight Quarters in the future, subject to any defenses that Tight Quarters may assert. You will not be bound by anything that happens in this lawsuit.

20. What if I want to object to the Settlement?

If you are a Settlement Class Member and believe that the Settlement should not be finally approved by the court for any reason, and want the court to consider your objection, then on or before November 17, 2014, you must file a written objection, in which you state the basis of your objection, with the court, located at Courtroom 1, 312 North Spring Street, Los Angeles, California 90012. At the same time, you must also mail copies of your objection to Class Counsel, Defendants' Counsel, and the Settlement Administrator at the addresses below.

Class Counsel

Jonathan Ricasa
Law Office of Jonathan Ricasa
2341 Westwood Boulevard, Suite 7
Los Angeles, California 90064

Class Counsel

Briana M. Kim
Briana Kim, PC
249 East Ocean Boulevard, Suite 814
Long Beach, California 90802

Defendants' Counsel

Christine Baran
Shaun J. Voight
Fisher & Philips LLP
2050 Main Street, Suite 1000
Irvine, California 92614

Settlement Administrator

Tight Quarters Settlement
C/o Phoenix Settlement Administrators
P.O. Box 3982
Tustin, California 92781

21. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. If your objection is overruled, you will be part of the Settlement, will release your claims, and will receive the payments.

Excluding yourself is telling the court that you do not want to be part of the Settlement Class. If you exclude yourself, you will have no basis to object because the Settlement will no longer affect you.

THE LAWYER REPRESENTING YOU

22. Do I have a lawyer in this case?

The court decided that the Law Office of Jonathan Ricasa and Briana Kim, PC are qualified to represent you and all Settlement Class Members. These law firms are called “Class Counsel.” Mr. Ricasa and Ms. Kim are experienced in handling similar cases against other employers. More information about Mr. Ricasa’s law firm, its practice, and Mr. Ricasa’s experience is available at www.ricasalaw.com. More information about Ms. Kim’s law firm, its practice, and Ms. Kim’s experience is available at www.brianakim.com. If you have any questions regarding the case or this notice, or you want to communicate with the lawyers representing the Plaintiff, you may contact them at:

Jonathan Ricasa
Law Office of Jonathan Ricasa
2341 Westwood Boulevard, Suite 7
Los Angeles, California 90064
Telephone: (424) 248-0510
Facsimile: (424) 204-0652

Briana M. Kim
Briana Kim, PC
249 East Ocean Boulevard, Suite 814
Long Beach, California 90802
Telephone: (714) 482-6301
Facsimile: (714) 482-6302

23. Should I get my own lawyer?

If you do not opt-out of this settlement, you do not need to hire your own lawyer because Class Counsel will be working on your behalf. If you opt-out of the Class and you start your own lawsuit against Tight Quarters, you’ll have to hire and pay your own lawyer for that lawsuit, and you’ll have to prove your claims.

24. How will the costs and attorneys’ fees for the lawsuit and the Settlement be paid?

Subject to court approval, Tight Quarters agrees to pay up to \$66,666.66 in attorneys’ fees, as well as reasonable costs in the amount of up to \$7,000 to Class Counsel. Subject to court approval, Tight Quarters also agrees to pay the Class Representative up to \$5,000 as an incentive payment for his participation in this lawsuit and for taking on the risk of litigation. The court may award less than these amounts. Tight Quarters shall pay the Settlement Administrator’s costs and fees associated with administering the Settlement in the amount up to \$10,000.

QUESTIONS? CALL (424) 248-0510 OR (714) 482-6301.

THE FAIRNESS HEARING

The judge will hold a hearing to decide whether to approve the Settlement. If you have filed an objection on time you may attend and you may ask to speak, but you don't have to.

25. When and where will the court decide whether to approve the settlement?

The court will hold a hearing at United States District Court, located at 312 North Spring Street, Los Angeles, California 90012 on December 1, 2014, at 10:00 a.m. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the court will consider whether the Settlement is fair, reasonable, and adequate. If there are any objections, the judge will consider them. The court will only listen to people who have asked to speak at the hearing. At this hearing, the court will also decide how much to pay Class Counsel and how much to pay Plaintiff as an incentive payment. After the hearing, the court will decide whether to approve the Settlement. We do not know how long these decisions will take.

26. Do I have to come to the hearing?

No. Class Counsel will answer any questions the court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to talk about it. As long as you mailed your written objection on time, the court will consider it. You may also pay another lawyer to attend, but it is not required.

27. May I speak at the hearing?

If a Settlement Class Member wishes to appear at the Final Approval Hearing and orally present his or her objection to the court, the objector's written statement must include the objector's statement of intent to appear at the Final Approval Hearing.

GETTING MORE INFORMATION

This Notice only summarizes the lawsuit and other related matters. For more information, you may review the court's files at the Civil Records of the United States District Court of California, Central District located at 312 North Spring Street, Los Angeles, California 90012, during business hours of each business day. Any questions regarding this Notice should be sent to Class Counsel at the address and telephone number in listed in Question 22. Additional information will be posted on the following website: www.phoenixclassaction/beristain-vargasv.tightquartersinc.com. If your address changes or is different from the one on the envelope enclosing this Notice, please promptly notify Class Counsel. Please note that your contact information was obtained for purposes of this Settlement only, by Order of the court, and will not be utilized for any other purpose other than this pending Settlement. Counsel will use all reasonable means to protect your information.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

QUESTIONS? CALL (424) 248-0510 OR (714) 482-6301.