

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN**

CHAZ STODOLAK and SELENA	:	
CISNEROS , individually and on behalf of	:	Case No: 1:25-cv-00098-JMB-RSK
all others similarly situated,	:	
	:	
Plaintiffs,	:	Hon. Jane M. Beckering
	:	
v.	:	Mag. Judge Ray Kent
	:	
TIARA YACHTS, INC , a corporation,	:	
	:	
Defendant.	:	

**THIS IS A COURT AUTHORIZED NOTICE,
NOT A SOLICITATION FROM A LAWYER**

**THE COURT HAS NOT TAKEN ANY POSITION ON THE PLAINTIFFS’ CLAIMS
OR THE DEFENDANT’S DEFENSES**

NOTICE OF RIGHT TO JOIN LAWSUIT

THIS IS NOT A LAWSUIT AGAINST YOU
READ THIS NOTICE CAREFULLY – YOUR LEGAL RIGHTS MAY BE AFFECTED.

TO: All current and former hourly employees who worked for Tiara Yachts, Inc. (“Defendant”) at any time in the past three years in Defendant’s Hull Composites Department (Dept. 21), Deck Composites Department (Dept. 22), Hull and Deck Finish Department (Dept. 23), Primer and Repair Department (Dept. 47), and/or Engineering/Tooling Department (Dept. 80).

DATE: September 22, 2025

RE: Fair Labor Standards Act (“FLSA”) Lawsuit against Defendant seeking compensation for overtime for hours worked by hourly employees. *Stodolak et al v. Tiara Yachts, Inc.*, Case No. 1:25-cv-00098-JMB-RSK, pending in the United States District Court for the Western District of Michigan.

1. INTRODUCTION

This Notice is to inform you about a lawsuit in which you may be eligible to make a claim for damages under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, to advise you of how your rights may be affected by this lawsuit, and to instruct you on the procedure for participating in this lawsuit, if you are eligible and so choose.

2. NO OPINION EXPRESSED AS TO MERITS OF LAWSUIT

This Notice is meant only to provide eligible individuals information about their right to join this lawsuit if they wish. This litigation is in the early pretrial stage and no determinations of liability have been made.

Although this Notice and its contents were authorized by the Court, **the Court takes no position regarding the Plaintiffs’ claims or Defendant’s defenses** and there is no assurance that the Court will grant any relief to the Plaintiffs in this case. The Court has not yet made any decision regarding the merits of the lawsuit.

3. DESCRIPTION OF THE LAWSUIT

Plaintiffs Chaz Stodolak and Selena Cisneros (“Plaintiffs”) filed this action against Defendant. This action is proceeding on behalf of themselves and all other current and former hourly employees who worked for Defendant in the past three years in Defendant’s Hull Composites Department (Dept. 21), Deck Composites Department (Dept. 22), Hull and Deck Finish Department (Dept. 23), Primer and Repair Department (Dept. 47), and/or Engineering/Tooling Department (Dept. 80). Plaintiffs allege that Defendant willfully violated the FLSA and common law by failing to pay its hourly employees in these five departments overtime wages for all work performed in excess of 40 hours per week. More specifically, Plaintiffs allege that Defendant maintained an unlawful policy whereby it allegedly failed to compensate Plaintiffs and other hourly employees in these five departments for work performed on the clock at the start and end of their scheduled shifts when they put on and took off company-issued protective clothing and safety equipment (“PPE”), resulting in Defendant’s alleged failure to pay for that work. Plaintiffs also allege that Defendant maintained an ‘auto-deduction’ feature in its computerized time/pay system which automatically deducted 30 minutes of time from Plaintiffs and these hourly employees’ work shifts that resulted in a failure to pay for the time it took hourly employees in these five departments to take off and put back on their PPE at the start and end of their meal periods.

Plaintiffs allege that they and hourly employees in these five departments for the past three years are entitled to unpaid overtime wages, liquidated damages equal to the amount of the back wages for the past three years, plus their attorneys’ fees and costs associated with bringing this lawsuit.

Defendant denies Plaintiffs’ allegations and asserts that none of its hourly employees are entitled to any relief or damages in this lawsuit. It is Defendant’s position that all employees who are required to wear PPE for their jobs are fully paid for all time spent at the beginning and end of their shifts putting on and removing PPE as required by applicable law.

With respect to meal periods, Defendant contends that all employees are also paid in full for all time spent at the beginning and end of their lunch breaks taking off their PPE and putting it back on as required by applicable law. Additionally, Tiara notes that many employees choose to keep their PPE on during the meal period, and if they opt to remove it for lunch, they do so while “on the clock.” Tiara further notes that automatic 30-minute deductions for lunch are legal under applicable law.

It is Tiara’s position that Plaintiffs will not be able to prove their claims in this lawsuit and will not be entitled to recover any damages or attorneys’ fees. Tiara plans to vigorously defend the Company in this lawsuit.

4. PERSONS ELIGIBLE TO RECEIVE THIS NOTICE

The U.S. District Court for the Western District of Michigan, authorized the distribution of this Notice to:

All current and former hourly employees who worked for Defendant at any time in the past three years in Defendant’s Hull Composites Department (Dept. 21), Deck Composites Department (Dept. 22), Hull and Deck Finish Department (Dept. 23), Primer and Repair Department (Dept. 47), and/or Engineering/Tooling Department (Dept. 80).

If you received this Notice and fit the description above, you may be eligible to join this lawsuit.

5. YOUR RIGHT TO PARTICIPATE IN THIS LAWSUIT

If you meet the definition for the Collective group identified in Section 4, you may be eligible to participate in this lawsuit.

There is no cost to you to participate, but there is no guarantee of any recovery either. If a violation of the FLSA is proven, you may be eligible to recover damages as allowed by law.

It is entirely your own decision whether to join this lawsuit.

6. EFFECT OF JOINING THIS LAWSUIT

If you choose to join this lawsuit, you will be bound by any settlement or judgment on any claim you may have under the FLSA, whether favorable or unfavorable. That means that if the Plaintiffs win, you may be eligible to share in any monetary award. If the Plaintiffs lose, no money will be awarded, and you will not be able to file another lawsuit regarding the matters raised in this lawsuit.

While this lawsuit is proceeding, you may be required to respond under oath to written questions, to have your deposition taken under oath, to produce documents, and/or to testify in court at a trial or hearing at the U.S. District Courthouse in Grand Rapids, Michigan.

By joining this lawsuit, you are designating the attorneys identified in Section 8 to represent your interest. In addition, you agree that the Named Plaintiffs may make decisions on your behalf regarding this lawsuit, including the manner and method of conducting the suit. If you elect to voluntarily join this lawsuit, you are designating the Named Plaintiffs as your agents to make decisions on your behalf in this lawsuit and agreeing that the decisions and agreements made by the Named Plaintiffs will be binding on you. Further, you will be bound by the judgment of the Court on all issues in this lawsuit, whether favorable or unfavorable.

The Fair Labor Standards Act contains a limitations period of at least two years and potentially up to three years for the filing of a claim for unpaid wages, after which the claim is forever barred. The statute of limitations on your claim for unpaid wages will not stop running unless you elect to submit a consent form and that form is filed with the Court. If you decide not to file a Consent to Join in this Lawsuit, you may consult with your own attorney if you wish as to how the statute of limitations would apply to your claim, or you may bring a claim with the U.S. Department of Labor.

7. NO LEGAL EFFECT IN NOT JOINING THIS LAWSUIT

If you choose not to join this lawsuit, you will not be legally affected or bound by any judgment, favorable or unfavorable, on any claims brought under the FLSA alleged in this lawsuit. You will retain all rights, if any, that you may have under the FLSA and may file your own lawsuit or complaint with the U.S. Department of Labor, subject to the time limitations set by law.

8. YOUR LEGAL REPRESENTATION IF YOU JOIN

If you choose to join this lawsuit by timely returning a Consent to Join Form, Kevin J. Stoops and Alana A. Karbal of the law firm Sommers Schwartz, P.C. have been retained to represent the Plaintiffs and the putative plaintiffs and will represent you unless you obtain your own attorney or proceed without an attorney. Their contact information is:

Kevin J. Stoops
Alana A. Karbal
SOMMERS SCHWARTZ, P.C.
One Towne Square, 17th Floor
Southfield, Michigan 48076
Telephone: (248) 355-0300
kstoops@sommerspc.com
akarbal@sommerspc.com

You are not required to pay attorneys' fees or court costs at this time. The Court must approve any award of attorneys' fees and/or costs. Should the Parties settle this matter, Plaintiffs' attorneys' fees may be paid as a percentage of the settlement amount. However, in no event will you be required to pay any of Plaintiffs' attorneys' fees unless Plaintiffs are successful.

You also have the option to retain an attorney of your own choice to represent you, or to file a complaint with the U.S. Department of Labor instead.

9. HOW TO JOIN THIS LAWSUIT

If you wish to join this lawsuit and make a claim for unpaid overtime wages, you must read, sign, and return the attached Consent to Join Form by **November 21, 2025**. You may return your Consent to Join Form by filling out the attached form and returning it by mail with the enclosed self-addressed envelope, email, or fax to:

Stodolak et al v. Tiara Yachts, Inc.
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164
Telephone: 1-800-251-8955
Email: Stodolak-TiaraYachtsLawsuit@atticusadmin.com
Fax: 1-888-326-6411

You may also submit the Consent to Join Form online by visiting the website at <https://www.atticusconsenttojoin.com/>.

Plaintiffs' counsel will file your completed Consent to Join Form with the Court upon receipt. Until the Consent to Join Form is filed with the Court, the statute of limitations ordinarily continues to run, and you will not be entitled to receive compensation for the days during which you delay sending in your Consent to Join Form.

10. DEADLINE

Your completed Consent to Join Form must be postmarked by **November 21, 2025** in order to be eligible to participate in the lawsuit. If you have already submitted a Consent to Join Form for this case, prior to receiving this Notice, then you do not need to submit another one at this time.

11. NO RETALIATION PERMITTED

The FLSA prohibits employers from discriminating or retaliating against any person for filing a lawsuit, a claim for compensation, assisting or testifying in a lawsuit under the FLSA, or participating in a proceeding or exercising rights under the FLSA.

12. FURTHER INFORMATION

For further information about this lawsuit, you may contact the Notice Administrator, **Atticus Administration**, listed above in Section 9.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS LAWSUIT.

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FOR THE WESTERN DISTRICT OF MICHIGAN**

CHAZ STODOLAK and SELENA	:	
CISNEROS , individually and on behalf of	:	Case No: 1:25-cv-00098-JMB-RSK
all others similarly situated,	:	
	:	
Plaintiffs,	:	Hon. Jane M. Beckering
	:	
v.	:	Mag. Judge Ray Kent
	:	
TIARA YACHTS, INC , a corporation,	:	
	:	
Defendant.	:	

CONSENT TO JOIN

1. Pursuant to the Fair Labor Standards Act, 29 U.S.C. §216(b), I hereby consent to join and act as a plaintiff in this lawsuit.
2. I worked for Defendant as an hourly non-exempt employee in the past three years in Defendant’s Hull Composites Department (Dept. 21), Deck Composites Department (Dept. 22), Hull and Deck Finish Department (Dept. 23), Primer and Repair Department (Dept. 47), and/or Engineering/Tooling Department (Dept. 80). I agree to be bound by any adjudication or court rulings in this lawsuit, whether favorable or unfavorable. I understand that reasonable costs expended by Plaintiffs’ counsel on my behalf will be deducted from any settlement or judgment amount on a pro-rata basis among all other plaintiffs. I understand that Plaintiffs’ counsel may petition the Court for an award of attorneys’ fees from any settlement or judgment.
3. I also understand that I may be required to respond under oath to written questions, to have my deposition taken under oath, to produce documents, and/or to testify in court at a trial or hearing at the U.S. District Courthouse in Grand Rapids, Michigan.
4. I hereby designate Sommers Schwartz, P.C. to represent me in this lawsuit.

Signature: _____

Print Name: _____

Date Signed: _____

Contact Information

The information requested on this page is for internal attorney use and will not be shared with your employer or filed with the Court.

Name(s): _____
(Please list all names you use or are known by)

Street Address and Mailing Address if different: _____

City, State & Zip Code (to receive mail): _____

Telephone: _____ Cell Phone: _____

Personal Email Address(es): _____

Alternative Point of Contact Name & Relationship: _____

Alternative Point of Contact Number: _____

Job Title(s): _____ Supervisor(s): _____

Primary Work Location: _____ Last Hourly Rate: _____

Employment Start Date: _____ Employment End Date: _____

Additional Terms & Information

Section 216(b) of the Fair Labor Standards Act, 29 U.S.C. §216(b), permits employees to proceed as a collective action to enforce their rights to minimum wages and overtime pay, subject to court approval.

It is illegal for an employer to retaliate against an individual for exercising his or her rights (such as by participating in this lawsuit, or by submitting this document, or talking to attorneys about his or her rights to full compensation for work performed).

Unless you retain other legal counsel, at your own expense, you will be represented in this class / collective action lawsuit by the Sommers Schwartz, P.C. ("class counsel"). No prepayment of legal fees or costs is required. If the class or collective action is later de-certified, class counsel will inform you of your options; class counsel may ask you to enter into a separate written retainer agreement at that time.

By joining this lawsuit, you agree to stay in contact with class counsel throughout the pendency of the lawsuit and to provide timely assistance to the attorneys and their staff, including preserving and providing documents and discovery responses, returning phone calls and emails, and testifying at depositions and trial. Please advise class counsel immediately of any change of address or employment, any bankruptcy filing, or any criminal conviction.

Attorneys shall be entitled to no fee unless awarded/approved by the court. In addition, any costs advanced by class counsel may be deducted from any amount you receive on a pro rata basis with all other plaintiffs.

Whether you have a claim or are entitled to damages cannot be determined until we review your information and employment history. Class counsel makes no guarantees or representations about the probable outcome of this lawsuit.

If you ever have questions or need to talk to class counsel, we can be contacted as follows:

Alana A. Karbal, Esq.
One Towne Square, Floor 17
Southfield, Michigan 48076
(248) 355-0300
akarbal@sommerspc.com