Howard A. Sagaser, State Bar No. 072492
Brent C. Woodward, State Bar No. 233549
SAGASER, WATKINS & WIELAND PC
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000
Facsimile: (559) 473-1483
E-Mail: has@sw2law.com
brent@sw2law.com
mehgan@sw2law.com
stephanie@sw2law.com

Attorneys for Defendants and Arbitration Cross-Claimants,
GRANVILLE HOMES, INC. and DARIUS ASSEMI

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF FRESNO

GRANVILLE HOMES, INC., a California corporation, DARIUS ASSEMI, an individual, and DOES 1 through 50, inclusive, Arbitration Cross-Claimants, v. RYAN TONCHEFF, Cross-Defendant.	Case No.: 26CU01572 **GRANVILLE HOMES, INC. AND DARIUS ASSEMI'S DEMAND FOR ARBITRATION** 1. Misuse of the Judicial Process to Improperly Extort Money 2. Abuse of Process 3. Misrepresentation of CFO Qualifications by Ryan Toncheff 4. Breach of Duty of Loyalty 5. Breach of Labor Code §§ 2854, 2856, 2858, 2863 6. Libel/Defamation – Misuse of the Court Process to Obtain Financial Gain 7. Breach of Contract – Failure to Arbitrate 8. Bad Faith Denial of Contract to Arbitrate Complaint Filed: June 16, 2026

TO: RYAN TONCHEFF and his attorney, MATTHEW RUGGLES

FROM: GRANVILLE HOMES and DARIUS ASSEMI

I. INTRODUCTION

1. Granville Homes and Darius Assemi, hereinafter referred to collectively as "Granville", hereby demand that Ryan Toncheff ("Toncheff") submit to arbitration any claims he

SAGASER, WATKINS & WIELAND PC
ATTORNEYS AT LAW
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000

has against Granville. Granville is hereby initiating its claims against Ryan Toncheff as mandated under the Arbitration Agreement between the parties. The claims of Mr. Toncheff have been improperly filed with the Fresno County Superior Court, Case No. 26CU01572. Mr. Toncheff did so with full knowledge of his prior agreement and contractual obligation to submit its claims against Granville to Arbitration rather than filing in Superior Court. Attached hereto as **Exhibit A** is a copy of the June 12, 2026 email and attached Arbitration Agreement that was sent to Mr. Toncheff's attorney prior to Mr. Toncheff ignoring his contractual promise and on June 16, 2026, filing a lawsuit in Fresno County Superior Court, Case No. 26CU01572.

2. This action arises from a deliberate scheme by Toncheff – a former chief financial officer who served in a position of utmost trust – to manufacture a grievance out of reports and transactions he designed, negotiated, approved, and personally profited from during his tenure with Granville. Having extracted substantial compensation and benefits from those transactions while they served his interests, Toncheff now seeks to repudiate his prior reporting and same transactions to obtain an additional windfall first through threat and now through litigation. This lawsuit seeks to hold Toncheff accountable for his breach of fiduciary duty and the unjust enrichment he seeks to perpetuate.

3. At all relevant times, Toncheff was the chief financial officer of Granville and was clothed with the authority and obligations of a fiduciary under California law. As an officer of Granville, his duties required him to act with the utmost good faith, loyalty, and candor in the best interests of the Company and its shareholders. Instead, Toncheff exploited his position of trust to serve his own interests – first by structuring and participating in false or inaccurate financial reporting and in misrepresenting the transactions at issue in a manner that enriched him personally, and then by strategically recharacterizing those same transactions as "wrongful" to extract further financial gain first by threat, and when his threats failed, through litigation.

II. CLAIMS OF GRANVILLE AGAINST TONCHEFF

4. Granville maintains that the Arbitration should encompass the claims between the parties, including the claims set forth by Mr. Toncheff in Fresno County Case No. 26CU01572 as

well as Granville claims against Mr. Toncheff, which include the following:

9. Misuse of the Judicial Process to Improperly Extort Money

10. Abuse of Process

11. Misrepresentation of CFO Qualifications by Ryan Toncheff

12. Breach of Duty of Loyalty

13. Breach of Labor Code §§ 2854, 2856, 2858, 2863

14. Libel/Defamation – Misuse of the Court Process to Obtain Financial Gain

15. Breach of Contract – Failure to Arbitrate

16. Bad Faith Denial of Contract to Arbitrate

III. GENERAL FACTUAL BASIS SUPPORTING CLAIMS OF GRANVILLE

5. Granville Homes hired Ryan Toncheff as its Chief Financial Officer in mid-2024 based upon Mr. Toncheff representing that his education and background fully qualified him to perform the duties of a chief financial officer of Granville. Based upon those representations, Granville hired Mr. Toncheff at a salary of $180,000. Those representations were not accurate and were misleading.

6. After Mr. Toncheff began his employment with Granville, it became apparent that Mr. Toncheff lacked the necessary skills that one would expect of a competent chief financial officer. Mr. Toncheff repeatedly failed to perform the duties of a CFO and oftentimes gave erroneous financial information to Granville.

7. During his employment, Mr. Toncheff exhibited a lack of knowledge of the home building industry and property development business. Mr. Toncheff improperly used artificial intelligence to generate data that was inaccurate and misleading. In addition to the use of artificial intelligence, Mr. Toncheff failed to properly analyze and project income and expenses.

8. Not only did Mr. Toncheff present inaccurate financial information to the upper management and owners of Granville, he also falsely informed his co-employees of the financial condition of Granville.

9. At all times relevant herein, Granville was following proper financial accounting

SAGASER, WATKINS & WIELAND PC
ATTORNEYS AT LAW
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000

procedures and was financially solvent. However, Mr. Toncheff would state to employees that Granville was failing and went so far as shortly before his termination to circulate the false statement that Granville was financially insolvent and was going to have to go out of business in August of 2026.

10. Central to Toncheff's strategy was the strategic recharacterization of lawful, properly documented, and reported transactions. These transactions were not wrongful at the time they occurred, were not treated as wrongful by any part at the time and generated no contemporaneous objection from Toncheff. It was only after Toncheff determined that litigation presented a vehicle for financial extraction that reports and/or transactions were retroactively recast as actionable by Toncheff.

11. In furtherance of his strategy, Toncheff caused to be prepared, or personally prepared, a cash flow financial model purporting to set forth reporting to lenders and the financial condition of Granville. That model was fundamentally and irreparably flawed. Its errors are not the product of honest analytical disagreement. Rather, the model's assumptions were manipulated by Toncheff. Correct, industry-standard assumptions were rejected in a manner that reveals a single animating purpose: to sustain Toncheff's extraction strategy. For example, among other things, Toncheff's model failed to include availability created by paydown of loan from home sales in excess of $10,000,000.00. Toncheff's model was a result-oriented instrument, constructed after his grievance was conceived, calibrated to a predetermined number, and dressed in the language of financial analysis to lend false legitimacy to a claim that has no merit.

12. The flawed modeling is properly characterized in one of two ways, and either characterization is problematic:

a. First, if the incorrect assumptions were chosen deliberately – selected because they painted a bleak picture rather than because they reflected sound methodology – then the model constitutes an intentional act of misrepresentation in furtherance of a bad faith claim. A fiduciary who manufactures false financial analysis to extract money from those to whom he owes duties loyalty has committed a fundamental because of those duties.

SAGASER, WATKINS & WIELAND PC
ATTORNEYS AT LAW
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000

b. Second, if the incorrect assumptions were the product of reckless indifference to professional standards – if Toncheff simply failed to apply the methodology that any competent financial professional would recognize as appropriate, then the model reflects gross negligence of a kind that itself constitutes a breach of the duty to care owed by a CFO.

13. Throughout his employment, Toncheff engaged in various personality conflicts with key Granville employees, including, but not limited to Darius Assemi, the owner of Granville Homes, and Jeff Russell, the General Counsel of Granville Homes as well as other individuals. Mr. Toncheff's failure to properly interact with various members of the Granville team and his failure to project a positive attitude, was a factor why numerous employees left the employ of Granville.

14. Starting in the Fall of 2025 and continuing thereafter, Ryan Toncheff told other staff members he should be gifted single family homes by the company.

15. In February of 2026, Ryan Toncheff told a senior member of the accounting team he should be given ownership interest in the Company. Later he made the same statement to the owner of Granville.

16. In March of 2026, Toncheff failed to execute on a several hundred thousand dollar reimbursement from a utility company, at a time when cashflow was critical to the company.

17. Additionally, due to his inaccurate financial projections and failure to understand the home building business and the real estate property development business, numerous employees, although still working for Granville, complained regarding the extra work they had to perform and the negative work environment that Mr. Toncheff was creating.

IV. GRANVILLE ALLEGES THAT TONCHEFF PUT HIS OWN INTERESTS BEFORE THOSE OF GRANVILLE

18. Toncheff inconsistently stated in June 2026 that Granville would run out of money by August 2026 and needed to make preparations to shut down. At the same time that Toncheff was stating that Granville was insolvent, he was demanding a pay increase, and an ownership interest in Granville.

19. The statements being made by Toncheff about the financial conditions of Granville

SAGASER, WATKINS & WIELAND PC
ATTORNEYS AT LAW
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000

were false. Granville is not insolvent and will continue in existence for many years in the future. The false statements of Toncheff regarding the financial condition of Granville has caused great damage to Granville's reputation in the home building and the land development communities as well as Granville's relationship with the various institutions in which it does business.

20. As a result of Toncheff's inaccurate financial statements and false representations regarding the financial condition of Granville, Granville's owner and its executives have had to spend valuable resources and time correcting the false financial impression created by Toncheff. Granville is informed and believes that the conduct of Toncheff was done intentionally and with the intent to require Granville to give Toncheff an ownership interest in Granville.

21. Labor Code Section 2856 provides as follows:

> An employee shall substantially comply with all the directors of his employer concerning the service on which he is engaged , except where such obedience is impossible or unlawful, or would impose new and unreasonable burdens upon the employee.

22. Labor Code Section 2858 provides as follows:

> An employee is bound to exercise a reasonable degree of skill, unless his employer has notice, before employing him, of his want of skill.

23. Labor Code Section 2859 provides as follows:

> An employee is always bound to use such skill as he possesses, so far as the same is required, for the service specified.

24. Labor Code Section 2863 provides as follows:

> An employee who has any business to transact on his own account, similar to that entrusted to him by his employer, shall always give the preference to the business of the employer.

25. By the conduct as set forth in this Demand for Arbitration, Granville maintains the Toncheff violated each of those statutory sections. Additionally, California recognizes that an employee owes a duty of loyalty to his employer. Granville maintains that Toncheff, by his conduct as set forth in this Demand, has violated that duty of loyalty. See, e.g. Stokes v. Dole Nut Co. (1995) 41 Cal.App.4th 285, 295 cases cited therein.

SAGASER, WATKINS & WIELAND PC
ATTORNEYS AT LAW
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000

26. Granville is informed and believes and thereon alleges that the false financial comments regarding Granville have been made by Toncheff not only to employees at Granville, but also to third parties as well as financial institutions with which Granville does business.

27. As a result of the conduct of Toncheff as alleged herein, Granville has been damaged in an amount subject to proof at arbitration.

PRAYER FOR RELIEF

WHEREFORE, Granville prays for judgment against Toncheff as follows:

1. For compensatory damages;
2. For consequential damages;
3. For punitive damages;
4. For cost of the suit herein;
5. For interest at the maximum legal rate; and
6. For such other and further relief as the Court and / or arbitrator deems just and proper.

Dated: June 26, 2026

SAGASER, WATKINS & WIELAND PC

By: ______________________________
Howard A. Sagaser,
Attorneys for Defendants,
Granville Homes, Inc. and Darius Assemi

SAGASER, WATKINS & WIELAND PC
ATTORNEYS AT LAW
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000

EXHIBIT 1

Howard Sagaser

From:	Howard Sagaser
Sent:	Friday, June 12, 2026 2:14 PM
To:	Matthew Ruggles
Subject:	Arbitration agreement signed by Ryan Toncheff
Attachments:	20260612140034829.pdf

Thank you for sending the proposed superior court complaint. I will discuss the issues with Granville Homes and Mr. Assemi. I am enclosing the arbitration agreement signed by Mr. Toncheff. It is requested that Mr. Toncheff abide by and honor his contractual commitments and submit his claims to binding arbitration. If you have any concerns or issues concerning the validity of the agreement please feel free to set forth your concerns and any reason why you believe the arbitration agreement is unenforceable. Should you have any questions please feel free to contact me.

Howard A. Sagaser • Partner
Sagaser, Watkins & Wieland PC
5260 N. Palm Ave. Ste. 400 Fresno, CA 93704
Phone: 559.421.7000 Cell: 559.250.3371
has@sw2law.com ** www.sagaserlaw.com

-----Original Message-----
From: Scanner Services Account <svc_scanner@sw2law.onmicrosoft.com>
Sent: Friday, June 12, 2026 2:01 PM
To: Howard Sagaser <HAS@sw2law.com>
Subject: Message from "RNP583879C2A2D1"

This E-mail was sent from "RNP583879C2A2D1" (IM 6000).

Scan Date: 06.12.2026 14:00:34 (-0700)
Queries to: svc_scanner@sw2law.onmicrosoft.com

Arbitration Agreement

It is Company policy that any and all claims, disputes or controversies between employees and the Company shall be resolved by binding arbitration, except as otherwise specifically excluded herein. This includes all claims, disputes, or controversies of any nature whatsoever, whether arising in tort, contract, or otherwise, and whether arising under statute or common law. Any such controversy, dispute or claim will be settled by arbitration, in accordance with and pursuant to the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA") then in effect, except as otherwise modified herein.

1. <u>How This Agreement Applies</u>. This Agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and evidences a transaction involving commerce. Except as it otherwise provides, this Agreement applies to any dispute arising out of or related to your application and selection for employment, employment, and/or termination of employment, including any dispute, past, present, or future, that The Company may have against you or that you may have against: (1) The Company, including any parent, subsidiary, affiliated or successor companies and partnerships or joint ventures to which The Company is a party; (2) their officers, directors, principals, shareholders, members, owners, employees, agents, parent, subsidiary, affiliated or successor companies, any partnership or joint venture to which The Company is a party; (3) Company's benefit plans or plan sponsors, fiduciaries, administrators, affiliates, or agents; and (4) all successors and assigns of any of them. Each of the entities or individuals listed in (1) through (4) of the preceding clause can enforce this Agreement. **All disputes covered by this Agreement will be decided by a single arbitrator through final and binding arbitration and not by way of court or jury trial.** Nothing contained in this Agreement shall be construed to prevent or excuse you or the Company from using existing internal complaint resolution procedures, and this Agreement is not intended to be a substitute for the such procedures.

To the full extent allowable by law, this Agreement applies to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration, including without limitation, disputes arising out of or relating to the application for employment, background checks; privacy; the employment relationship; or termination of that relationship (including post-employment defamation or retaliation); trade secrets; unfair competition; compensation; classification; minimum wage; expense reimbursement; overtime; breaks and rest periods; retaliation, discrimination, or harassment; and claims arising under the Fair Credit Reporting Act, Defend Trade Secrets Act, Civil Rights Act of 1964, 42 U.S.C. §1981, Rehabilitation Act, Civil Rights Acts of 1866 and 1871, Civil Rights Act of 1991, 8 U.S.C. § 1324b (unfair immigration related practices), Pregnancy Discrimination Act, Equal Pay Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Occupational Safety and Health Act, Family and Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Consolidated Omnibus Budget Reconciliation Act of 1985, the False Claims Act; state statutes or regulations, if any, addressing the same or similar subject matters; and all other federal, state, or local legal claims (including without limitation torts) arising out of or relating to your application and selection for employment, employment, or the termination of employment.

Additionally, the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the validity, applicability, enforceability, unconscionability, or waiver of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. However, as stated in the "Class and Collective Action Waivers" section below, the preceding sentence does not apply to the Class Action Waiver and/or Collective Action Waiver.

2. <u>Limitations on How This Agreement Applies</u>. The following claims are not covered under this Agreement: (i) Workers' Compensation benefits, state disability insurance benefits or unemployment insurance benefits; however, this Agreement applies to discrimination or retaliation claims based upon seeking such benefits; (ii) disputes that an applicable federal statute expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement, including for sexual harassment or assault as provided by the Ending Forced Arbitration and Harassment Act (at your election); (iii) to the extent not preempted by the Federal Arbitration Act, representative actions for civil penalties filed under the California Private Attorney General Act ("PAGA") (but to the extent permitted by applicable law, any claim by Employee on Employee's own behalf under PAGA to recover Employee's own unpaid wages must be arbitrated and is covered by this Agreement); (iv) claims for benefits under employee benefit plans covered by the Employee Retirement Income Security Act of 1974 ("ERISA"); however, this Agreement does apply to any claims for breach of fiduciary duty, for penalties, or alleging any other violation of ERISA, even if such claim is combined with a claim for benefits; (v) disputes that may not be subject to pre-dispute arbitration agreement as expressly provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203.

Nothing in this Agreement prevents you from reporting or filing a claim or charge with a government agency, including without limitation the Equal Employment Opportunity Commission, U.S. Department of Labor, National Labor Relations Board, Occupational Safety and Health Administration, or law enforcement authorities. Nothing in this Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Agreement, nor does it prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Agreement. Nothing in this Agreement prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. The Company will not retaliate against you for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

Either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief, and the pursuit of temporary or preliminary injunctive relief shall not be deemed incompatible with or constitute a waiver of rights under this Agreement. All determinations of final relief, however, will be decided in arbitration.

3. <u>Selection of Arbitrator</u>. Unless you and Company mutually agree otherwise, the Arbitrator shall be an attorney experienced in arbitrating employment law disputes and licensed to practice law in the state in which the arbitration is convened or a retired federal or state judicial officer from any jurisdiction. The location of the arbitration proceeding shall be in the United States and no more than 45 miles from the place and in the same state where you last worked for the Company unless each party to the arbitration agrees in writing otherwise.

The Arbitrator shall be selected by mutual agreement of you and the Company. If for any reason the parties cannot agree to an Arbitrator, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral Arbitrator. The court shall then appoint an Arbitrator, who shall act under this Agreement with the same force and effect as if the parties had selected the Arbitrator by mutual agreement.

4. **Starting the Arbitration.** The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first-class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to the Company shall be provided to the Human Resources Department, 1306 W Herndon Ave Suite 101, Fresno, CA 93711. You will be given notice of any demand for arbitration by the Company at the last home address provided to the Company. The Arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

5. **Class and Collective Action Waivers.** You and the Company agree to bring any claim on an individual basis and not on a class and/or collective action basis. Accordingly:

(a) There will be no right or authority for any dispute to be brought, heard or arbitrated as a class action and the Arbitrator will have no authority to hear or preside over any such claim ("Class Action Waiver"). The Class Action Waiver shall not be severable from this Agreement in any case in which (1) the dispute is filed as a class action and (2) a civil court of competent jurisdiction finds the Class Action Waiver is invalid, unenforceable, unconscionable, void, or voidable. In such instances, the class action must be litigated in a civil court of competent jurisdiction.

(b) There will be no right or authority for any dispute to be brought, heard or arbitrated as a collective or representative action and the Arbitrator will have no authority to hear or preside over any such claim ("Collective Action Waiver") to the full extent the Federal Arbitration Act or other federal law preempts the law banning waiver of the collective or representative action. The Collective Action Waiver shall not be severable from this Agreement if there is a final judicial determination that the Collective Action Waiver is invalid, unenforceable, unconscionable, void, or voidable. In such instances, the collective action must be litigated in a civil court of competent jurisdiction—not in arbitration.

Regardless of anything else in this Agreement and/or any rules that may apply by virtue of this Agreement, or any amendments and/or modifications to those rules, any claim that all or part of the Class Action Waiver and/or Collective Action Waiver, including, but not limited to any claim that all or part of the Class Action Waiver and/or Collective Action Waiver is invalid, unenforceable, unconscionable, void or voidable, shall be determined only by a court of competent jurisdiction and not by an arbitrator. Any claim under PAGA to recover civil penalties or any other individual relief must be arbitrated under this Agreement. The Company and Employee agree non-individual PAGA claims will be stayed, and Employee will not pursue any such claims in Court until after the Arbitrator, and not any court, issues a final and written determination as to Employee's status as an "aggrieved employee."

6. **Arbitration Proceedings:** In arbitration, the parties will have the right to conduct adequate civil discovery and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator. At a party's request or on the Arbitrator's own initiative, the Arbitrator may subpoena witnesses or documents for discovery purposes or for the arbitration hearing. Either party may file dispositive motions including without limitation a motion to dismiss and/or a motion for summary judgment, and the Arbitrator will apply the standards governing such motions under the Federal Rules of Civil Procedure.

7. **Paying for the Arbitration.** The Company will pay the Arbitrator's and arbitration fees and costs, except for Employee's filing fee, in accordance with applicable law. Each party will pay for its own costs and attorneys' fees, if any, but if any party prevails on a claim which affords the prevailing party attorneys' fees, the Arbitrator may award reasonable fees to the prevailing party as provided by law. The Arbitrator will resolve any disputes regarding costs/fees associated with arbitration.

8. **The Arbitration Hearing and Award.** The Arbitrator may award any remedy to which a party is entitled under applicable law, but remedies will be limited to those that would be available to a party in their individual capacity for the claims presented to the Arbitrator, and no remedies that otherwise would be available to an individual under applicable law will be forfeited. The Arbitrator shall apply the substantive federal, state, or local law applicable to the claims asserted. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

9. **Non-Retaliation.** It is against Company policy for any Employee to be subject to retaliation if he or she exercises their right to assert claims under this Agreement. If any Employee believes that he or she has been retaliated against by anyone at the Company, the Employee should immediately report this to the Company's Human Resources Department.

10. **Enforcement of This Agreement.** This Agreement is the full and complete agreement about arbitration of disputes covered by this Agreement. Any contractual disclaimers the Company has in any handbooks, other agreements, or policies do not apply to this Agreement. This Agreement will survive the termination of your employment and the expiration of any benefit, and it will continue to apply upon your transfer to any affiliate of the Company or re-employment by the Company if your employment is ended but later renewed. Except as provided in the Class and Collective Action Waivers section above, in the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable.

I have read and understand the provisions of this arbitration policy.

Signed by:
0E50A0087971444 — 04/23/2026

Employee Signature — Date

PROOF OF SERVICE
(CODE CIV. PROC. § 1013)

STATE OF CALIFORNIA, COUNTY OF FRESNO

I am employed in the County of Fresno, State of California. I am over the age of 18 years and am not a party to the within action; my business address is 5260 North Palm Avenue, Suite 400, Fresno, California 93704.

On June 26, 2026, I served the following documents described as **GRANVILLE HOMES, INC. AND DARIUS ASSEMI'S DEMAND FOR ARBITRATION** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED SERVICE LIST

☑ **BY MAIL:** I deposited such envelope in the mail at Fresno, California. The envelope(s) was mailed with postage thereon fully prepaid. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

☐ **BY OVERNIGHT COURIER:** I sent such document(s) on June 26, 2026, by with postage thereon fully prepaid at Fresno, California.

☐ **BY FAX**: I sent such document by use of facsimile machine telephone number (559) 473-1483. Facsimile cover sheet and confirmation is attached hereto indicating the recipients' facsimile number and time of transmission pursuant to California Rules of Court Rule 2.306. The facsimile machine I used complied with California Rules of Court Rule 2.301(3) and no error was reported by the machine.

☐ **BY PERSONAL SERVICE:** I placed the above document in a sealed envelope. I caused said envelope to be handed to our messenger service to be delivered by hand to the above address(es).

☐ **BY EMAIL:** I sent such document by use of email to the email address(es) above. (CCP § 1010.6) Such document was scanned and emailed to such recipient.

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

Executed on June 26, 2026, at Fresno, California.

Mehgan Ferreira Kisling

Mehgan Ferreira Kisling

SAGASER, WATKINS & WIELAND PC
ATTORNEYS AT LAW
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000

SERVICE LIST

Matthew J. Ruggles Matthew J. Ruggles Ruggles Law Firm 7940 California avenue Fair Oaks, California 95628 E-Mail: mruggles@ruggleslawfirm.com matthew@ruggleslawfirm.com	Attorneys for Plaintiff, Ryan Toncheff