

FLETSCHER v. OSI SETTLEMENT  
 c/o RG/2 Claims Administration LLC  
 P.O. Box 59479  
 Philadelphia, PA 19102-9479  
 (866) 742-4955

**Court-Ordered Class Action Notice Inside**

**You could receive money and your rights could be affected  
 by a Class Action Settlement in *Fletcher v. Overland  
 Solutions, Inc.***

*If the name and address listed to the left are incorrect, please  
 provide the correct information to the Settlement Administrator  
 at (866) 742-4955. Failure to timely provide updated  
 information could result in the forfeiture of monetary payments  
 from this Class Action Settlement.*

«BarCode»  
 «MailCode»  
 «Company» «FirstName» «LastName»  
 «Street» «Street2»  
 «City», «State» «Zip»

**NOTICE OF SETTLEMENT OF CLASS ACTION**

**If you are or were an independent contractor who performed insurance inspections or surveys as part of Overland Solutions, Inc.’s Survey Division in California at any time from March 8, 2013 to July 25, 2018, this class action settlement (“Settlement”) affects your rights, and you could receive money.**

*A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued. However, your legal rights are affected by the information contained in this Notice.*

- A Settlement has been reached in a class action lawsuit (“Lawsuit”) against Overland Solutions, Inc. (“Defendant” or “OSI”) that affects your rights. The Lawsuit alleges that individuals who performed insurance inspections or surveys as part of OSI’s Survey Division in California at any time from March 8, 2013 to July 25, 2018 (“Class Members”) were misclassified as independent contractors when they should have been classified as employees and (i) were not paid minimum wages for all hours worked, (ii) were not provided accurate, itemized wage statements, (iii) were not reimbursed for business expenses, and (iv) were not timely paid for all owed wages upon the termination of performing services for OSI.
- The Court has not yet decided whether to grant final approval of the Settlement. No payments will be made unless and until the Court approves the Settlement.
- You need to decide whether to stay in the case and receive the benefits of the Settlement, object to the Settlement, or opt out of the monetary benefits of the Settlement to retain the right to pursue your claims on your own. ***If you wish to remain a Class Member and receive a monetary share of the Settlement, you do not have to do anything in response to this Notice.***
- **No Retaliation:** Defendant will not retaliate against you for participating (or not participating) in the Settlement. The decision of whether to participate in, request to be excluded from, and/or object to the Settlement is entirely yours. Your decision to participate in, request to be excluded from, and/or object to the Settlement will not in any way affect your eligibility to perform inspection or survey services for or on behalf of OSI.

**PLEASE READ THIS NOTICE CAREFULLY. It describes your rights and how to receive money from the Settlement or exclude yourself from the Settlement.**

YOUR RIGHTS AND OPTIONS	
<b>DO NOTHING AND RECEIVE YOUR MONETARY SHARE OF THE SETTLEMENT</b>	If you do nothing, you will receive a Settlement check in the mail and will release certain wage claims against OSI. See Section 12 below for more information about your Settlement award. See Section 19 below for more information about the released claims.
<b>REQUEST TO BE EXCLUDED FROM THE SETTLEMENT</b>	If you submit a request to be excluded from the Settlement on or before February 19, 2019, you will receive no payment under this Settlement but will retain any right you may have to file your own lawsuit for the released claims. See Section 21 below.
<b>OBJECT TO THE TERMS OF THE SETTLEMENT</b>	If you do not want to be excluded from the Settlement but wish to object to the terms of the Settlement, you can submit an Objection on or before February 19, 2019. See Section 22 below.

## **BASIC INFORMATION**

### **1. Why did I receive this Notice?**

Defendant's records show that during the relevant time period, you performed insurance inspections or surveys as part of OSI's Survey Division in the state of California. A Settlement has been reached in a class action lawsuit against OSI that affects your legal rights. Judge Ioana Petrou of the Superior Court of California for the County of Alameda, who is overseeing this class action, ordered that you be sent this Notice.

### **2. What is this Lawsuit about?**

This Lawsuit, *Fletscher v. Overland Solutions, Inc.*, Case No. RG17852058, alleges that OSI (i) willfully misclassified Class Members as independent contractors, (ii) failed to pay Class Members minimum wages for all hours worked, (iii) failed to furnish Class Members with accurate, itemized wage statements and failed to maintain accurate work time and payroll records; (iv) failed to reimburse Class Members for business expenses, and (v) failed to timely pay Class Members for all owed wages upon the termination of performing services for OSI. The Lawsuit alleges that these practices violated the following laws:

- California Labor Code §§ 201, 202, 203, 204, 223, 226, 226.2, 226.8, 1174, 1197, and 2802
- California Business and Professions Code §§ 17200 *et seq.*
- California Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 *et seq.*
- Industrial Welfare Commission Wage Orders, including IWC Wage Order 4-2001.

Defendant has denied and continues to deny all of the allegations in the Lawsuit.

### **3. Has the Court decided who is right?**

No. The Court has only decided that you should get a copy of this Notice so that you can review the Settlement and determine whether you want to participate, object, or exclude yourself from the Settlement.

### **4. What is a class action and who is involved?**

In a class action lawsuit, one or more people called Class Representatives assert claims on behalf of themselves and other people. The Class Representative in this case is Martin Fletscher. The Class Representative represents the Class (or Class Members). The Settlement will resolve the claims at issue for all Class Members who do not request to be excluded.

### **5. Am I a Class Member?**

You have received this Notice and are therefore affected by this Settlement because Defendant's records indicate that you are a Class Member.

### **6. Why is this Lawsuit being settled?**

After investigating the claims, exchanging relevant information and documents, and engaging in settlement negotiations with the assistance of a neutral third-party mediator, the Class Representative and Defendant have agreed to settle the claims against Defendant. The Settlement represents a compromise of disputed claims and is not an admission that Defendant violated the law. The Class Representative and his attorneys believe the Settlement is in the best interest of the Class Members given the risks and expense of going to trial.

### **7. What does this Settlement provide?**

Defendant has agreed to pay **\$2.4 million** to settle the claims in this Lawsuit. Class Members who do not request to be excluded from the Settlement will receive a share of the Settlement and will release any claims they might have against Defendant that were or could have been raised in the Lawsuit based on the allegations in the Lawsuit. For more information

about your estimated payment from the Settlement and the way it was calculated, see Sections 11 and 12 below. For more information about the claims you will release if you do not exclude yourself from the Settlement, see Section 19 below.

#### **8. Who represents the Class Members in the Lawsuit?**

In class actions, Class Members are represented by Court-appointed lawyers (“Class Counsel”). In this case, you are represented by two firms, Sanford Heisler Sharp, LLP and Valerian Law. Class Counsel are experienced in handling similar cases, and the Court has determined that Class Counsel are qualified to represent you and all Class Members. You can contact Class Counsel at:

**Sanford Heisler Sharp, LLP**  
**111 Sutter Street, Suite 975**  
**San Francisco, CA 94104**  
**Phone: (415) 795-2020**  
**Fax: (415) 795-2021**  
**Email: OSIssettlement@sanfordheisler.com**

Subject to Court approval, Class Counsel will be paid for their fees and costs from the Settlement. See Section 18 below for more information about the attorneys’ fees and costs.

You do not need to hire your own lawyer because Class Counsel are working on your behalf, unless you exclude yourself from participation in the Settlement. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, you are responsible for paying for that lawyer.

#### **9. Who is the Settlement Administrator?**

The Settlement Administrator is a third party appointed by the Court to send this Notice, process and issue Settlement checks, and otherwise administer the Settlement. You may contact the Settlement Administrator to provide updated contact information, ask questions regarding the processing of Settlement payments, dispute the calculation of your Settlement payment, object to the Settlement, or request exclusion from the Settlement. You may contact the Settlement Administrator at:

**FLETSCHER v. OSI SETTLEMENT**  
**c/o RG/2 Claims Administration LLC**  
**P.O. Box 59479**  
**Philadelphia, PA 19102-9479**  
**Phone: (866) 742-4955**  
**Email: info@rg2claims.com**

### **MONETARY TERMS OF THE SETTLEMENT**

#### **10. What has Defendant agreed to do?**

Defendant has agreed to pay **\$2.4 Million** to settle the claims in this Lawsuit. Subject to Court approval, the Settlement will be distributed in the following way:

- At least \$1,509,500 to the Class Members
- \$37,500 to the California Labor Workforce and Development Agency (“LWDA”)
- No more than \$10,000 to the Settlement Administrator for the costs of administering the Settlement
- No more than \$18,000 for a Service Award to the Class Representative for his assistance in prosecuting the Lawsuit and obtaining the Settlement for the Class
- No more than \$825,000 to Class Counsel for attorneys’ fees and costs

#### **11. How are Class Members’ Settlement shares determined?**

After deductions from the \$2.4 Million class fund for Court-approved payments to the LWDA (for the state’s share of PAGA), the Settlement Administrator (for the expense of administering the Settlement), the Class Representative for a

Service Award (for his work on behalf of the Class), and Class Counsel (for attorneys' fees and costs), the remaining sum will be distributed to all participating Class Members according to a distribution formula. The intent of the distribution formula is to provide Class Members who worked more—and thus have greater alleged damages—with a larger share of the Settlement. In general, Class Members will receive a proportionate share of the Settlement based on the total gross compensation (pre-tax) paid to each Class Member for his or her work performed in that role from March 8, 2013 through July 25, 2018.

A detailed explanation of the distribution formula can be found within Section VII of the Settlement Agreement.

## **12. How much money will I receive?**

According to Defendant's records, you were paid **«TotalComp»** for your work as a Class Member (as defined in Section 5 above) between March 8, 2013 and July 25, 2018 (the "Settlement Period"). If you wish to dispute this calculation, you must notify the Settlement Administrator and provide any supporting evidence in writing no later than February 19, 2019.

The parties estimate that you will receive approximately **«Estimated Payment»** if the Settlement receives final Court approval. *The amount you receive could be higher or lower than this estimate.*

## **13. Am I responsible for paying taxes on my Settlement share?**

The Settlement payments are being treated as taxable income, with no withholdings taken. IRS 1099 Forms will be issued to Class Members in conjunction with the Settlement payments.

Class Members are responsible for the appropriate payment of any federal, state and/or local income or payroll taxes on the Settlement payments they receive. Class Members agree to indemnify and hold harmless Defendant for any tax liability, including penalties and interest, arising out of or relating to the Class Member's failure to pay taxes on any amounts paid pursuant to this Settlement Agreement; however, Class Members do not indemnify Defendant should any government taxing authority determine that OSI misclassified the Class Members and/or that Defendant is responsible for employer payroll taxes in connection with the Settlement payments. The tax issues for each Class Member are unique to him or her, and each Class Member is advised to obtain tax advice from his or her own tax advisor with respect to his or her Settlement payment. This Notice does not constitute legal or tax advice regarding any federal, state or local tax issue, and nothing in this Notice is intended, written or should be used by any person for the purpose of avoiding any tax liability or penalties.

## **14. How long do I have to cash my checks?**

Any checks not cashed after **one hundred eighty (180) days** from the date of the class-wide distribution shall be void. Class Members who have not cashed their checks after one hundred twenty (120) days from the date of the class-wide distribution will receive a reminder in the mail. After the deadline to cash checks has passed, the funds from all uncashed payments will be donated to Bay Area Legal Aid (<https://baylegal.org>).

Should a Class Member fail to timely cash his or her checks, s/he will lose the right to the money; nevertheless, the Settlement shall remain binding on the Class Member, and the release of claims described in Section 19 below shall remain in effect.

## **15. Why does the California LWDA receive a portion of the Settlement?**

One of the claims in the Lawsuit is that Defendant violated California's Private Attorneys General Act of 2004 ("PAGA"). Under PAGA, private citizens are permitted to step into the state's shoes and recover civil penalties for violations of California's Labor Code. Seventy-five percent (75%) of any such recovery must be given to the LWDA, while the remainder is kept by the Class. In this Lawsuit, the parties agreed to settle the PAGA claim for **\$50,000**. Accordingly, Class Counsel will apply to the Court for **\$37,500** to be paid to the California LWDA.

## 16. What is a “Service Award”?

In class action lawsuits, the Court may provide specific Class Members a “Service Award” in recognition of the time and effort expended, sacrifices made, and risks taken in the litigation of the case on behalf of the Class. In this Lawsuit, Class Counsel will apply to the Court for a Service Award of \$18,000 for Class Representative Martin Fletscher.

## 17. How much will it cost to administer the Settlement?

Class Counsel will apply to the Court for payment to the Settlement Administrator for its fees and costs, which shall not exceed \$10,000.

## 18. How will Class Counsel be paid?

*Class Members are not personally liable for any fees and costs.* As is routine in class action cases, Class Counsel will request an award of attorneys’ fees and incurred expenses to be paid from the total class fund. These fees and expenses have been incurred as Class Counsel pursued the Lawsuit on behalf of the Class without receiving any compensation for their services or reimbursement of their out-of-pocket expenses. Class Counsel have undertaken significant risks and expended extensive time to prosecute this Lawsuit and achieve this Settlement. They have done so with the understanding that, if they obtained a recovery for the Class, their expenses would be reimbursed and they would receive fees from the class fund. If this Settlement is approved, Class Counsel will spend additional time and resources to monitor and advise upon the administration of the Settlement. Accordingly, Class Counsel will apply to the Court for (i) attorneys’ fees in the amount of one-third (1/3) of the total class fund (\$800,000) and (ii) attorneys’ incurred expenses, not exceeding \$25,000. As this case was referred to Class Counsel by the Law Office of Stuart D. Kirchick (“Referring Counsel”), Class Counsel will share a percentage of the recovered attorneys’ fees with Referring Counsel.

## RELEASE OF CLAIMS

## 19. What claims are being released as part of the Settlement?

Upon final approval of the Settlement by the Court, Class Members who do not request to be excluded will fully release claims, arising between March 8, 2013 to July 25, 2018 (the “Settlement Period”), which were alleged or could have been alleged in the Lawsuit based on the facts alleged in support of the class claims against Defendant and other Released Parties. When claims are “released,” it means that a person covered by the release cannot sue Defendant or the other Released Parties for these claims.

The released claims include, but are not limited to, any claim based on allegations that for their time performing services as Class Members at OSI during the Settlement Period, Class Members (i) were not paid minimum wages for all hours worked, (ii) were not provided accurate, itemized wage statements, (iii) were not reimbursed for business expenses, (iv) were not timely paid all wages owed upon the termination of performing services for OSI; (v) incorporated or related claims asserted through California Business and Professions Code § 17200; (vi) incorporated or related claims asserted through PAGA; and (vii) any and all penalties, interest and attorneys’ fees and costs based on the alleged claims set forth in the Complaint. The Released Claims include alleged violations of the following statutes and wage orders: Cal. Lab. Code §§ 201, 202, 203, 204, 223, 226, 226.2, 226.8, 1174, 1197, 2698-2699.5, and 2802; Cal. Bus. & Prof. Code § 17200, *et seq.*; and IWC Wage Order 4-2001).

“Released Parties” means Defendant and related individuals and companies, including for example, OSI’s parent and subsidiary companies and OSI’s officers, directors, and employees.

*Claims unrelated to the money you were paid for services performed at OSI as a Class Member during the Settlement Period are not released.*

The full terms of the release are set forth in the Settlement Agreement. Please see Section 24 below for instructions on how to obtain a copy of the Settlement Agreement and further information about the Lawsuit.

## YOUR RIGHTS AND OPTIONS

### **20. How do I participate in the Settlement?**

**You do not need to do anything to participate in the Settlement.** If you are a Class Member and do not request to be excluded from the Settlement, you will automatically receive a Settlement share (see Sections 11 and 12 above) and release claims against the Released Parties (see Section 19 above) without any further action on your part.

### **21. How do I request to be excluded from the Settlement?**

If you wish to be excluded from the monetary terms and release provisions of the Settlement, you must mail a written and signed statement to the Settlement Administrator at the address set forth above (Section 9) that you wish to be excluded from the Settlement (“Exclusion Request”). The Exclusion Request must clearly state your name and address and be personally signed by you. It must also clearly express your intent to be excluded from the Settlement in this Lawsuit. **To be effective, your request must be postmarked no later than February 19, 2019.**

If you do not timely mail a valid Exclusion Request, you will be bound by all terms and conditions of the Settlement, including its release of claims.

### **22. May I object to the Settlement?**

If you wish to object to the Settlement, you may do so by mailing to the Settlement Administrator at the address set forth above (Section 9) a Notice of Objection, which must include the following: (1) your full name, signature, address and telephone number; (2) a written description detailing the basis for your objection and any supporting documents upon which the objection is based; and (3) a statement indicating whether you intend to appear at the Final Approval Hearing as set forth below in Section 23. Your Notice of Objection must be postmarked no later than **February 19, 2019**. Alternatively, you may appear at the Final Approval Hearing (see Section 23 below) and make an oral objection.

You cannot both object to the Settlement and exclude yourself from the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement, and you will not be able to exclude yourself from the Settlement.

## THE SETTLEMENT’S FINAL APPROVAL HEARING

### **23. When will the Court consider whether to grant final approval of the Settlement?**

The Court will hold a Final Approval Hearing in Department 17 of the California Superior Court for the County of Alameda located at 1221 Oak Street, Oakland, California 94612, on **March 12, 2019 at 9:00 a.m.**, to decide whether to grant final approval of the Settlement. It is not necessary for you to appear at this hearing.

Regardless of whether you submit a written objection, you may appear at the hearing to raise or explain any objection you have to the Settlement. Any attorney who will represent you at the Final Approval Hearing for the purposes of your objection must file a Notice of Appearance with the Court and serve the Notice of Appearance on Class Counsel (contact information in Section 8 above) and counsel for Defendant (JoAnna L. Brooks, Littler Mendelson, P.C., Treat Towers, 1255 Treat Boulevard, Suite 600, Walnut Creek, CA 94597 and Damon M. Ott and Mel M.C. Cole, Littler Mendelson, P.C., 333 Bush Street, 34<sup>th</sup> Floor, San Francisco, CA 94105).

The hearing may be postponed without further notice to the Class. If the Settlement is not approved, the Lawsuit will continue to be prepared for a class certification hearing, trial or other judicial resolution.

## FURTHER INFORMATION

### **24. How do I receive more information?**

This Notice provides a summary of the basic terms of the Settlement. For the Settlement’s complete terms and conditions, consult the Settlement Agreement and other documents in the Lawsuit. More information about the Lawsuit can be obtained through several methods:

- (i) You can contact the Settlement Administrator by mail, telephone or email (contact information in Section 9 above).
- (ii) You can contact Class Counsel by mail, telephone or email (contact information in Section 8 above).
- (iii) You can visit the webpage at <https://sanfordheisler.com/OSI> to obtain the most important documents in the Lawsuit free of charge.
- (iv) For a small fee, all of the pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Alameda County Superior Court's website, known as "DomainWeb," at <https://publicrecords.alameda.courts.ca.gov/PRS/>. After arriving at the website, click the 'Search By Case Number' link, then enter RG17852058 as the case number and click "SEARCH." Images of every document filed in the case may be viewed (for a charge) through the "Register of Actions." 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.

**PLEASE DO NOT TELEPHONE OR OTHERWISE CONTACT THE COURT, THE OFFICE OF THE CLERK, DEFENDANT, OR COUNSEL FOR THE DEFENDANT FOR INFORMATION REGARDING THIS NOTICE.**

«BarCode»  
«MailCode»  
«Company» «FirstName» «LastName»  
«Street» «Street2»  
«City», «State» «Zip»