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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
COUNTY OF ALAMEDA

18
19 MARTIN FLETSCHER, On Behalf of Himself
20 and All Others Similarly Situated,

21 Plaintiff,

22 v.

23 OVERLAND SOLUTIONS, INC.,

24 Defendants.

Case No. RG17852058

**AMENDED JOINT STIPULATION OF
CLASS SETTLEMENT AND RELEASE**

Judge: Hon. Ioana Petrou
Dept.: 17

1 **C. Release Definitions**

2 12. “Released Parties” means Defendant, its subsidiaries, officers, directors, members,
3 partners, owners, shareholders, employees, former employees, agents, servants, attorneys,
4 assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent
5 companies and organizations, insurers, and any and all other persons, firms and corporations in
6 which Defendant may have an interest.

7 13. “Released Claims” means all claims, charges, complaints, liens, demands, causes
8 of action, obligations, damages and liabilities arising at any point during the Settlement Period
9 that were asserted in this lawsuit, or that are based on any of the facts, circumstances,
10 transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act
11 alleged in the Lawsuit’s Operative Complaint, regardless of whether such claims arise under
12 federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.
13 (In this context, “Operative Complaint” refers to the complaint which is in effect at the time of
14 distribution of Class Notice [see Section XIII(A) below].) The Released Claims specifically
15 include: (1) failure to pay minimum wages for all hours worked; (2) failure to furnish accurate
16 wage statements; (3) failure to reimburse business expenses; (4) failure to timely pay all final
17 wages to Class Members upon termination of Services for OSI; (5) incorporated or related claims
18 asserted through California Business and Professions Code § 17200; (6) incorporated or related
19 claims asserted through the Private Attorneys General Act (“PAGA”); and (7) any and all
20 penalties, interest and attorneys’ fees and costs based on the alleged claims set forth in the
21 Operative Complaint. The Released Claims include alleged violations of the following statutes
22 and wage orders: Cal. Lab. Code §§ 201, 202, 203, 204, 223, 226, 226.2, 226.8, 1174, 1197,
23 2698-2699.5, and 2802; Cal. Bus. & Prof. Code § 17200, *et seq.*; and IWC Wage Order 4-2001).

24 **D. Procedural Definitions**

25 14. “Preliminary Approval” or the “Preliminary Approval Order(s)” means the
26 Order(s) entered by the Court preliminarily approving the terms of the Settlement Agreement,
27 certifying the Class for the purposes of this Settlement Agreement, directing the mailing of the
28

1 Notice to the Class, and scheduling a final hearing on whether the Settlement is fair, reasonable,
2 and adequate (the “Final Approval Hearing”).

3 15. “Preliminary Approval Date” means the date of entry of the Preliminary Approval
4 Order.

5 16. “Final Approval” or the “Final Approval Order(s)” means the Order(s) entered by
6 the Court granting final approval of the terms of the Settlement Agreement, granting final
7 certification of the Class for settlement purposes, ordering that all Class Members who have not
8 opted out are bound by the Settlement Agreement, including its release provisions, and granting
9 final judgment on the claims alleged on behalf of the Plaintiff and Class in the Lawsuit.

10 17. “Effective Date” means the later of the following dates: (i) March 31, 2019, (ii)
11 sixty-five (65) calendar days after the entry of the Final Approval Order(s) if no appeal or motion
12 to set aside and vacate judgment is filed, or (iii) ten (10) business days after the final resolution of
13 appeal or motion to set aside and vacate judgment if any such motion or appeal is filed and
14 unsuccessful.

15 **E. Settlement Administration Definitions**

16 18. “Settlement Administrator” means RG/2 Claims Administration LLC.

17 19. “LWDA Payment” means the payment to the California Labor and Workforce
18 Development Agency under PAGA.

19 **II. BACKGROUND**

20 20. On March 8, 2017, Plaintiff Fletscher filed a class action complaint against
21 Overland in the Superior Court of California for the County of Alameda on behalf of himself, a
22 proposed class, and other aggrieved employees pursuant to the California Private Attorneys
23 General Act of 2004, Cal. Lab. Code §2698 *et seq.* OSI filed an Answer on April 7, 2017. On
24 May 24, 2017, Fletscher filed the Amended Complaint, alleging exhaustion of remedies under the
25 California Private Attorneys General Act of 2004. OSI filed an Answer to the Amended
26 Complaint on June 28, 2017.

27 21. The Lawsuit alleges that OSI misclassified Plaintiff Fletscher and similarly
28 situated individuals as independent contractors. In the Amended Complaint, Plaintiff Fletscher

1 asserted that OSI failed to pay Class Members the minimum wage for all hours worked, failed to
2 furnish Class Members itemized wage statements and/or compliant itemized wage statements,
3 and failed to reimburse Class Members for necessary business expenses. Plaintiff also asserted
4 derivative claims for violation of the California Unfair Competition Law, Bus. & Prof's Code
5 §17200 et seq. and the Private Attorneys General Act of 2004, Cal. Lab. Code §2698 et seq.,
6 based substantially on facts and theories supporting his other claims.

7 22. On or about February 1, 2018, the Settling Parties executed a tolling agreement,
8 based upon Plaintiff's allegation that in addition to the claims alleged in the Amended Complaint,
9 he and other Class Members had derivative claims related to the timeliness of payment upon
10 (voluntary or involuntary) termination of employment, based substantially on facts and theories
11 supporting his other claims.

12 23. The case was first assigned to the Honorable Brad Seligman, reassigned to the
13 Honorable George C. Hernandez, and again reassigned to the Honorable Ioana Petrou.

14 24. On April 28, 2017, Judge Seligman issued an order deeming the case complex.

15 25. In or around April 2017, the Settling Parties agreed to stay formal discovery in
16 order to engage in private mediation.

17 26. Parties' Counsel spent many months in discussions and negotiations regarding the
18 claims, discovery, the existence and production of extensive ESI, the scope of the class, and the
19 terms of mediation.

20 27. The Settling Parties engaged in extensive informal individual and class discovery
21 for the exclusive purpose of mediation. Defendant produced over 15,000 pages of documents,
22 and Plaintiff produced over 7,500 pages of documents. OSI's production included anonymized
23 class-wide data reflecting pay, personnel, and assignment information, for all class members
24 during the class period. For a sample of 20 class members, including Plaintiff, OSI also produced
25 detailed data reflecting the locations of insured entities that class members inspected and the
26 dates and which those inspections were performed. Additionally, OSI produced information and
27 documents reflecting company policies and practices.

28

1 28. The Settling Parties analyzed the exchanged discovery and data to assess potential
2 liability and damages, as well as the strength of their claims and likelihood of success on motions
3 for class certification and summary judgment.

4 29. On March 1, 2018, the Settling Parties engaged in a full day of mediation with
5 Tripper Ortman in Oakland, California. The Settling Parties prepared and exchanged detailed
6 mediation statements in anticipation of the mediation. Plaintiff Martin Fletscher and Class
7 Counsel attended for the Class, and a representative from OSI and its Counsel attended for
8 Defendant.

9 30. While the Settling Parties did not reach an agreement during the mediation, they
10 continued to work towards resolution with the assistance of Mediator Ortman.

11 31. On or around March 6, 2018, after considering the strengths and weaknesses of
12 the claims alleged in the Lawsuit and reviewing all necessary discovery, the Settling Parties
13 agreed in principle to settle the Lawsuit for Two Million, Four Hundred Thousand Dollars and
14 Zero Cents (\$2,400,000.00), subject to Court approval.

15 32. Over the following month and a half, the Settling Parties engaged in further
16 negotiations regarding the principal terms of the class settlement, resulting in a Memorandum of
17 Understanding which was finalized on April 26, 2018.

18 33. The Settling Parties subsequently negotiated this Settlement Agreement which
19 will be submitted to the Court for preliminary and final approval.

20 **III. PRELIMINARY STATEMENT**

21 34. After extensive discovery, analysis, and deliberation, the Settling Parties are of the
22 opinion that the settlement described in this Settlement Agreement is fair, reasonable, and
23 adequate.

24 35. The Settling Parties and their Counsel recognize that, in the absence of an
25 approved settlement, they would face a long litigation course, including extensive discovery,
26 motions for class certification, motions for summary judgment, and trial and appellate
27 proceedings that would consume time and resources, and present each of them with ongoing
28 litigation risks and uncertainties. The Settling Parties wish to avoid these risks and uncertainties,

1 as well as the consumption of time and resources, through settlement pursuant to the terms and
2 conditions of this Settlement Agreement.

3 36. While Plaintiff believes the Lawsuit is meritorious, Defendant denies any liability
4 or wrongdoing of any kind whatsoever associated with the claims alleged in the Lawsuit, and
5 further denies that, for any purpose other than settling the Released Claims, the action is
6 appropriate for class and other representative treatment.

7 37. Defendant and its counsel have conducted an investigation into the class
8 allegations raised by the Plaintiff in the Lawsuit and evaluated the information and documents
9 elicited through Defendant's investigation and produced by Plaintiff and has concluded that,
10 despite Defendant's belief that it is not liable for any of the Released Claims asserted in the
11 Lawsuit and that Defendant has good defenses to those claims, Defendant enters into this
12 Settlement Agreement as a means of fully resolving all Released Claims, and to avoid: (i) the
13 further expense, inconvenience and burden of defending against the Released Claims; (ii) the
14 distraction and diversion of their personnel and resources; and (iii) the risk and uncertainty of the
15 outcome inherent in any litigation.

16 38. Class Counsel investigated the class allegations and defenses in the Lawsuit,
17 communicated with numerous Class Members, reviewed thousands of documents, and performed
18 a thorough study of the law and facts relating to the claims asserted in the Lawsuit. Based on
19 their investigation and analysis, and taking into account the contested issues, the expense and
20 time necessary to pursue the action through further litigation and possible appeals, the risks of
21 further prosecution of the claims, the uncertainties of the complex litigation, and the substantial
22 benefits to the Class Members, Class Counsel strongly believes a settlement with Defendant on
23 the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Class.

24 39. Likewise, Plaintiff has weighed the advantages and risks in prosecuting the claims
25 in the Lawsuit, considered the substantial benefits and prompt relief received by Class Members
26 under the Settlement Agreement, and concluded that the Settlement Agreement is in the best
27 interests of the Class. Accordingly, on behalf of himself and the Class, Plaintiff has agreed to
28 settle the Released Claims on the terms set forth herein.

1 40. It is the intention of the Settling Parties that this Settlement Agreement shall
2 constitute a full and complete settlement and release of the Released Claims for all Class
3 Members who do not opt-out of the Settlement.

4 **IV. AMENDMENT OF COMPLAINT**

5 41. Defendant consented to Plaintiff filing an amended complaint which added a
6 claim related to the timeliness of payments upon (voluntary or involuntary) termination of
7 employment (the "Second Amended Complaint"). Plaintiff filed the Second Amended Complaint
8 on August 16, 2018, and Defendant filed an answer to the Second Amended Complaint on
9 September 7, 2018.

10 **V. CERTIFICATION OF THE CLASS ACTION**

11 42. Solely for purposes of settling the Lawsuit, the Settling Parties conditionally
12 stipulate and agree that the requisites for establishing class certification with respect to the Class
13 have been met, and, therefore, for purposes of effectuating this Settlement Agreement, the
14 Settling Parties stipulate to class certification.

15 43. Promptly upon execution of this Settlement Agreement, Class Counsel will move
16 to certify the Class.

17 44. Nothing in this Settlement Agreement shall be construed as an admission or
18 acknowledgment of liability, of any kind, or that any class should be certified in this Lawsuit or
19 in any other action or proceeding.

20 **VI. GROSS SETTLEMENT AMOUNT AND QUALIFIED SETTLEMENT FUND**

21 45. Defendant shall pay the maximum settlement amount of Two Million, Four
22 Hundred Thousand Dollars and Zero Cents (\$2,400,000.00) (the "Gross Settlement Amount" or
23 "GSA") to settle and satisfy the Released Claims. This settlement is non-reversionary.

24 46. Under no circumstances shall Defendant be obligated to pay the Plaintiff, Class
25 Members, or Class Counsel more than the GSA.

26 47. By no later than December 31, 2018, Defendant shall provide, via wire transfer, to
27 the Settlement Administrator no less than half of the GSA. By no later than March 31, 2019,
28 Defendant shall provide, via wire transfer, to the Settlement Administrator the remaining, unpaid

1 amount of GSA. Defendant may transfer these sums in full or in part before the dates set forth
2 herein.

3 48. The Settlement Administrator shall deposit these amounts entirely into an FDIC
4 insured account, and interest from such account, net of taxes and fees associated with investing
5 such amount, will become part of the settlement fund (“Qualified Settlement Fund” or “QSF”).
6 The QSF is intended to be a qualified settlement fund, pursuant to Internal Revenue Code Section
7 468B and the Treasury Regulations promulgated thereunder.

8 49. Upon the opening of the Qualified Settlement Fund, Defendant shall execute an
9 election statement provided by the Settlement Administrator which shall be affixed to the initial
10 tax return of the QSF in order to establish the start date of the QSF. The QSF will be created,
11 managed and disbursed by the Settlement Administrator under the supervision of Class Counsel
12 and Defendant’s Counsel. The Settlement Administrator shall be the only entity authorized to
13 make withdrawals or payments from the Qualified Settlement Fund Account.

14 **VII. MONETARY AWARDS TO CLASS MEMBERS**

15 50. The Net Settlement Amount (“NSA”) shall be calculated by deducting from the
16 GSA (i) the LWDA Payment; (ii) Class Counsel’s attorneys’ fees and costs as approved by the
17 Court; (iii) the Settlement Administrator’s costs and fees as approved by the Court; and (iv) the
18 Court approved Service Award, as set forth below.

19 **A. Class Settlement Payments**

20 51. Payments to the Class Members will be paid out of the NSA as set forth herein.
21 (The payments described herein are referred to as “Class Settlement Payments” or “NSA
22 Payments”) The Class Settlement Payments shall be calculated as follows:

- 23 a) Each Class Member’s “Total Individual Compensation” will be determined.
24 “Total Individual Compensation” refers to the aggregate gross compensation
25 (pre-tax) paid to the Class Member from March 8, 2013 through July 25, 2018
26 for work done as a classified independent contractor performing insurance
27 inspections or surveys as part of the OSI’s Survey Division in the state of
28 California.

- 1 b) The Total Individual Compensation for each Class Member will be
2 aggregated to determine the “Total Class Gross Compensation.”
3 c) A “Fractional Multiplier” will be calculated for each Class Member by
4 dividing the Class Member’s Total Individual Compensation by the Total
5 Class Gross Compensation.
6 d) Each Class Member’s Fractional Multiplier will be multiplied by the NSA to
7 determine the Class Member’s Class Settlement Payment.

8 52. The Settlement Administrator shall mail all Class Settlement Payments within ten
9 (10) calendar days of the Effective Date. The face of each check sent to Class Members shall
10 clearly state that the check must be cashed or deposited within one hundred eighty (180) calendar
11 days. All Class Settlement Payments distributed by the Settlement Administrator will be
12 accompanied by a cover letter stating words in bold to the effect that “the check must be cashed
13 or deposited within one hundred eighty (180) days or it will become void.”

14 53. Like with the Class Notice Process (*see* Section XIII(A) below), if a check is
15 returned undeliverable to the Settlement Administrator, the Settlement Administrator will make
16 all reasonable efforts to locate the Class Member’s correct address. If a Class Member’s NSA
17 Payment check is not cashed or deposited within one hundred twenty (120) calendar days
18 following the date of mailing of said check following mailing of said check, the Settlement
19 Administrator will send the Class Member a letter or a postcard informing him or her that unless
20 the check is cashed or deposited within the remaining two months, it will expire and become non-
21 negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

22 **B. Uncashed Checks**

23 54. If any Class Member fails to negotiate (i.e., cash or deposit) his/her Class
24 Settlement Payment within one hundred eighty (180) calendar days following the date of mailing
25 of said check, the checks will be void (“NSA Payment Void Date”).

26 55. Should a Class Member not negotiate his/her Class Settlement Payment by the
27 NSA Payment Void Date, she or he will be deemed to have waived irrevocably any right or claim
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1 to a Class Settlement Payment, but this Settlement Agreement, and the Release provisions
2 contained herein, nevertheless will be binding upon her or him.

3 **C. Dispute Mechanism**

4 56. If a Class Member wishes to dispute the information on the Notice, including his
5 or her Total Individual Compensation, the Class Member may so notify the Settlement
6 Administrator and must produce supporting evidence to the Settlement Administrator. Any such
7 dispute and accompanying documentation must be submitted in writing no later than sixty (60)
8 calendar days from the date on which Notice is mailed. OSI and Class Counsel will review their
9 records and provide information to the Settlement Administrator in response to any such disputed
10 claims. Parties' Counsel will cooperate in attempting to informally agree upon and resolve any
11 such disputes. Defendant's records will be presumed determinative, but the Settlement
12 Administrator will evaluate the evidence submitted by the Class Member and make the decision
13 as to which dates should be applied.

14 57. The dispute-resolution procedure described in the preceding paragraph will also
15 apply in cases, if any, where a person believes that he or she was mistakenly excluded from the
16 list of Class Members.

17 **D. Tax Treatment of Class Settlement Payments**

18 58. Contingent upon a Class Member negotiating his/her Class Settlement Payment
19 check, the Class Settlement Payment shall be reported as taxable income and reported on an IRS
20 Form 1099. Class Members are responsible for the appropriate payment of any federal, state
21 and/or local income or payroll taxes on the Class Settlement Payments they receive and agree to
22 indemnify and hold harmless Defendant for any tax liability, including penalties and interest,
23 arising out of or relating to the Class Member's failure to pay taxes on any amounts paid pursuant
24 to this Settlement Agreement. However, Class Members do not indemnify Defendant should any
25 government taxing authority determine that Defendant misclassified the Class Members and/or
26 that Defendant is responsible for employer payroll taxes as a result of OSI's payment of the GSA.

27 59. Class Counsel and Defendant's Counsel do not intend this Settlement Agreement
28 to constitute legal or tax advice regarding any federal, state or local tax issue. To the extent that

1 this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice
2 regarding any federal, state or local tax issue, such advice is not intended or written to be used,
3 and cannot be used, by any person for the purpose of avoiding any tax liability or penalties. The
4 tax issues for each Class Member are unique to him/her, and each Class Member is advised to
5 obtain tax advice from his or her own tax advisor with respect to any payments resulting from
6 this settlement.

7 **E. Class Settlement Payments Do Not Trigger Additional Benefits**

8 60. It is expressly understood and agreed that the receipt of the Class Settlement
9 Payments will not entitle any Class Member to additional compensation or benefits under any
10 company bonus, contest, commission, or other compensation or benefit plan or agreement in
11 place during the period covered by the Settlement, nor will it entitle any Class Member to any
12 increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It
13 is the intent of the Settling Parties that the Class Settlement Payments provided for in this
14 Settlement Agreement are the sole payments to be made to the Class Members, and that the Class
15 Members are not entitled to any new or additional compensation or benefits as a result of having
16 received the Class Settlement Payments (notwithstanding any contrary language or agreement in
17 any benefit or compensation plan document that might have been in effect during the period
18 covered by this Settlement).

19 **F. Final Report on Distribution of Class Settlement Payments**

20 61. No later than thirty (30) calendar days after the NSA Payment Void Date, Class
21 Counsel and the Settlement Administrator shall report to the Court how the Settlement funds
22 have been distributed to Class Members, the total Net Settlement Amount remaining in the QSF
23 (if any), and the status of any unresolved issues. (“Final Report”).

24 **VIII. LWDA PAYMENT**

25 62. Fifty Thousand Dollars (\$50,000.00) of the GSA is allocated to the resolution of
26 PAGA claims asserted in the Second Amended Complaint (the “PAGA Settlement Amount”).
27 Pursuant to PAGA, the LWDA Payment is 75% of the PAGA Settlement Amount, i.e., Thirty-
28 Seven Thousand, Five Hundred Dollars (\$37,500.00) and, subject to Court approval, will be paid

1 to the California Labor Workforce Development Agency within ten (10) calendar days of the
2 Effective Date.¹ The remainder of the PAGA Settlement Amount is included in the NSA.

3 **IX. SERVICE AWARD**

4 63. Based upon Plaintiff's significant time and effort expended and sacrifices made on
5 behalf of the Class, the enormous benefit he provided to the Class, and the tangible risk in
6 Plaintiff coming forward and prosecuting the Lawsuit, Class Counsel will apply for a Service
7 Award of Eighteen Thousand Dollars and Zero Cents (\$18,000.00) for Plaintiff Martin Fletscher.
8 Defendant does not (and will not) oppose the Service Award.

9 64. Subject to Final Approval and/or modification by the Court, the Settlement
10 Administrator will pay the Service Award from the GSA within ten (10) calendar days of the
11 Effective Date. The face of the Service Award check shall clearly state that the check must be
12 cashed or deposited within one hundred eighty (180) calendar days.

13 65. The Court-approved Service Award is in addition to the Class Settlement Payment
14 to which Plaintiff is entitled pursuant to this Settlement Agreement.

15 66. Contingent upon Plaintiff Fletscher negotiating his Service Award, the payment
16 shall be reported to the appropriate tax authorities and the Plaintiff on an IRS Form 1099.
17 Plaintiff Fletscher will be responsible for any individual tax liability, penalties, and interest
18 arising from the allocation of the Service Award. Class Counsel and Defendant's Counsel do not
19 intend this Settlement Agreement to constitute legal or tax advice regarding any federal, state or
20 local tax issue. To the extent that this Settlement Agreement, or any of its attachments, is
21 interpreted to contain or constitute advice regarding any federal, state or local tax issue, such
22 advice is not intended or written to be used, and cannot be used, by any person for the purpose of
23 avoiding any tax liability or penalties. The tax issues for the Plaintiff are unique to him, and he is
24 advised to obtain tax advice from his own tax advisor with respect to any payments resulting
25 from this Settlement.

26 _____
27 ¹ As required by California Labor Code section 2699(1)(2), upon lodging this Settlement Agreement with
28 the Court, a copy will simultaneously be submitted to the LWDA.

1 67. Plaintiff's application for the Service Award is to be considered separately from
2 the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the
3 settlement of the Lawsuit. Any reduction by the Court in the Service Award will not be a basis
4 for rendering the entire Settlement Agreement voidable or unenforceable. If the Court awards less
5 than the amount requested for the Service Award, the remainder will become part of the NSA.

6 **X. ATTORNEYS' FEES AND EXPENSES**

7 68. Class Counsel will apply to the Court for an award of attorneys' fees to be paid
8 from the GSA, which includes fees incurred in the investigation, litigation, and settlement—
9 including seeking Court approval of the Settlement Agreement and administering the
10 Settlement—of this matter. Defendant does not (and will not) oppose an award of attorneys' fees
11 for Class Counsel not to exceed one-third (1/3) of the GSA.

12 69. A total gross amount, up to a maximum of Eight Hundred Thousand Dollars and
13 Zero Cents (\$800,000.00) (one-third of the GSA), in a specific amount to be determined by the
14 Court, shall be awarded from the GSA to pay Class Counsel's attorneys' fees.

15 70. Class Counsel will also seek reimbursement of reasonable expenses incurred by
16 Class Counsel in connection with the Lawsuit, not exceeding Twenty-Five Thousand Dollars and
17 Zero Cents (\$25,000.00). Defendant does not oppose the award of Class Counsel's reasonable
18 expenses. Subject to Court approval, the expenses shall be paid from the GSA.

19 71. The Settlement Administrator will pay Court-approved expenses to Class Counsel
20 within ten (10) calendar days of the Effective Date.

21 72. The Settlement Administrator will pay ninety-percent (90%) of the Court-
22 approved attorneys' fees to Class Counsel within ten (10) calendar days of the Effective Date.

23 73. Following the completion of the distribution of Class Settlement Payments, the
24 submission of the Final Report, and a Court Order approving the release of the remaining
25 attorneys' fees, the Settlement Administrator will pay the remaining ten-percent (10%) of the
26 Court-approved attorneys' fees.

27 74. Court-approved attorneys' fees and expenses will be reported to the appropriate
28 tax authorities and Class Counsel via an IRS Form(s) 1099 as non-employee income. Class

1 Counsel shall provide the Settlement Administrator with their taxpayer identification numbers and
2 Forms W-9.

3 75. Class Counsel's application for attorneys' fees is to be considered separately from
4 the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the
5 settlement of the Lawsuit. Any reduction by the Court in the attorneys' fees and costs awarded to
6 Class Counsel will not be a basis for rendering the entire Settlement Agreement voidable or
7 unenforceable. If the Court awards less than the amount requested for the Class Counsel's
8 attorneys' fees and expenses, the remainder will become part of the NSA.

9 **XI. CY PRES BENEFICIARY**

10 76. In conjunction with Class Counsel's submission of the Final Report and pursuant
11 to California Code of Civil Procedure section 384, Class Counsel shall request that any Net
12 Settlement Amount remaining in the QSF after the NSA Payment Void Date be paid to Bay Area
13 Legal Aid (<https://baylegal.org>). Defendant does not (and will not) oppose such request.

14 **XII. SETTLEMENT ADMINISTRATION AND COSTS**

15 77. No later than five (5) business days after the Preliminary Approval Date, Class
16 Counsel shall retain the Settlement Administrator.

17 78. The Settlement Administrator will be responsible for locating Class Members
18 through all reasonable efforts; mailing the Notice to Class Members in accordance with the
19 Court's Preliminary Approval Order; responding to Class Member inquiries; addressing any
20 disputes relating to the information in the Notice or Class Settlement Payments; addressing any
21 disputes relating to whether any individual was mistakenly excluded from the list of Class
22 Members; overseeing the QSF; preparing a declaration regarding its due diligence in the
23 Settlement administration process; calculating the Class Settlement Payments (with the assistance
24 and input of the Settling Parties); distributing the Class Settlement Payments to Class Members;
25 distributing the Court-approved Service Award; distributing Court-approved attorneys' fees and
26 costs; providing Class Counsel with information sufficient for the Final Report; providing the
27 Class Counsel with any information related to the administration of the settlement upon request;

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1 and performing such other duties as the Court or the Settling Parties may jointly direct or as are
2 specified herein.

3 79. The Settlement Administrator will provide regular reports to the Parties' Counsel
4 regarding the status of the mailing of the Notices to Class Members and distribution of Class
5 Settlement Payments.

6 80. The Settling Parties agree to cooperate with the Settlement Administrator, provide
7 accurate information necessary to calculate the Class Settlement Payments, and assist the
8 Settlement Administrator in locating Class Members.

9 81. Class Counsel will also apply to the Court for payment from the GSA for the
10 Settlement Administrator's fees and costs, which shall not exceed Ten Thousand Dollars and
11 Zero Cents (\$10,000.00). Defendant does not (and will not) oppose such application. The
12 outcome of any proceeding related to Class Counsel's application for the Settlement
13 Administrator's costs shall not terminate this Agreement or otherwise affect the Court's ruling on
14 the motion for judgment and final approval of the Settlement. If the Court awards less than the
15 amount requested for the Settlement Administrator's fees and costs, the remainder will become
16 part of the NSA.

17 **XIII. CLASS NOTICE, OBJECTIONS, AND EXCLUSIONS**

18 82. No later than fifteen (15) business days after the Preliminary Approval Date,
19 Defendant shall provide the Settlement Administrator an electronic file(s) containing the
20 following information for each Class Member: (1) full name; (2) last-known address; (3) social
21 security number (if known); and (4) the gross compensation (pre-tax) paid to the Class Member
22 from March 8, 2013 through July 25, 2018 for work done as a classified independent contractor
23 performing insurance inspections or surveys as part of the OSI Survey Division in the state of
24 California. Such information provided to the Settlement Administrator shall be considered
25 confidential and shall not be disclosed to anyone other than OSI's counsel and the Settlement
26 Administrator, except as provided herein. This information shall be returned to OSI (i.e., not
27 retained by the Settlement Administrator) upon the conclusion of the Settlement administration.

28

1 The Settlement Administrator shall not provide Class Counsel with any Class Members' last
2 known address or social security number, absent express written approval from OSI's counsel.

3 **A. Distribution of Notice**

4 83. No later than forty (40) calendar days after Preliminary Approval Date, the
5 Settlement Administrator shall mail the Notice in substantively the form attached hereto as
6 **Exhibit A**, and as approved by the Court, to Class Members, by United States first class mail,
7 postage prepaid.

8 84. The mailing of the Notices described herein shall be deemed sufficient notice
9 under the law.

10 85. In order to provide the best notice practicable, the Settlement Administrator will
11 run the list of all Class Members through the United States Postal Service's National Change of
12 Address database ("NCOA") before mailing the Notice.

13 86. If an envelope from the mailing of the Notice is returned with forwarding
14 addresses, the Settlement Administrator will re-mail the Notice to the new address within three
15 (3) business days.

16 87. In the event that a Notice is returned to the Settlement Administrator by the United
17 States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is
18 marked "Return to Sender," the Settlement Administrator shall perform an appropriate,
19 customary and lawful database search in an effort to ascertain the current address of the particular
20 Class Member in question (a "skip trace") and, if such an address is ascertained, the Settlement
21 Administrator will re-send the Notice within three (3) business days of receiving the newly
22 ascertained address.

23 88. A Class Member or Class Counsel may also contact the Settlement Administrator
24 to provide updated address information.

25 89. If, despite the Settlement Administrator's reasonable efforts, no updated address is
26 obtained, the Notice shall be sent again to the Class Member's last-known address.

27 90. The Settlement Administrator shall resend the Notice to any Class Member who
28 contacts the Settlement Administrator or Class Counsel and requests that a Notice be re-sent.

1 91. Any subsequent mailings of a Notice following the original distribution of the
2 Notice as a result of a returned Notice or a Class Member request shall not alter the deadlines to
3 object or opt-out of the Settlement Agreement.

4 92. The Settling Parties and the Settlement Administrator agree to cooperate in the
5 settlement administration process and to make all reasonable efforts to control and minimize the
6 costs and expenses incurred in the administration of the Settlement Agreement.

7 **B. Exclusion Requests**

8 93. Class Members may exclude themselves (or “opt-out”) of the Settlement
9 Agreement by mailing to the Settlement Administrator a signed, written request for exclusion (an
10 “Exclusion Request”), post-marked not more than sixty (60) calendar days after the date on
11 which the Notices were mailed (the “Opt-out Deadline”).

12 94. To be valid, an Exclusion Request must clearly identify the Class Member’s name
13 and address and be personally signed by the Class Member who seeks to opt-out. Further, the
14 Exclusion Request must also clearly express the Class Member’s intent to be excluded from the
15 settlement in this Lawsuit.

16 95. Exclusion Requests that are not signed, do not clearly identify the Class Member’s
17 name, address, and/or intent to be excluded from the settlement in this Lawsuit, or that are not
18 submitted on a timely basis shall be deemed null, void, and ineffective, and the Settlement
19 Administrator shall send the Settlement Class Member who submits such a null, void, and
20 ineffective Exclusion Request a written explanation of the insufficiencies. Any Class Member
21 who submits a null, void, and ineffective Exclusion Request may cure the insufficiencies,
22 provided he or she submits a valid Exclusion Request by the Opt-out Deadline.

23 96. Upon receipt of an Exclusion Request, the Settlement Administrator will stamp a
24 received date on the original Exclusion Request, retain the original envelope, and shall serve
25 copies of both the Exclusion Request and envelope it came in on Class Counsel and Defendant’s
26 Counsel no later than three (3) business days after receipt thereof.

27 97. A Class Member who submits a valid and timely Exclusion Request shall be
28 permitted to rescind the opt-out by submitting a signed statement withdrawing the Exclusion

1 Request to Class Counsel—who shall provide a copy to Defendant’s Counsel—so as to be
2 actually received not later than five (5) business days prior to the Court’s Final Approval Hearing
3 or as otherwise ordered by the Court.

4 98. Class Members who submit valid and timely Exclusion Requests, which they do
5 not rescind, will not (i) be eligible to receive any Class Settlement Payment or other benefit under
6 this Settlement Agreement, (ii) otherwise participate under the Settlement Agreement, or (iii) be
7 bound by the terms of the Settlement Agreement or the final judgment on this Settlement.

8 99. If more than ten percent (10%) of Class Members submit valid, timely, and
9 unrescinded Exclusion Requests, OSI shall have the absolute right, in its sole discretion and
10 notwithstanding any other provisions of this Settlement Agreement, but subject to all the
11 provisions and time limit of this Section, to withdraw from this Settlement Agreement by giving
12 written notice to Class Counsel and the Court within seven (7) calendar days after the Opt-Out
13 Deadline.

14 100. If OSI does withdraw in conformity with the provisions and time limit of this
15 Section, the Settlement Agreement will be null and void for all purposes and may not be used or
16 introduced in further litigation except to determine whether OSI is entitled to withdraw from the
17 Settlement Agreement and has validly done so. Any expenses incurred by the Settlement
18 Administrator prior to or in connection with this revocation shall be borne by OSI.

19 101. By signing this Settlement Agreement, Plaintiff waives his right to opt-out from
20 the Class and any such request for exclusion will be void and of no force and effect.

21 **C. Objections**

22 102. To submit a written objection to the Settlement, a Class Member must postmark a
23 valid “Notice of Objection” to the Settlement Administrator no more than sixty (60) calendar
24 days after the date on which the Notices were mailed. For the Notice of Objection to be valid, it
25 must include: (1) the objector’s full name, signature, address, and telephone number; (2) a written
26 statement detailing the basis for the objection; (3) copies of any papers, briefs, or other
27 documents upon which the objection is based; and (4) a statement whether the objector intends to
28

1 appear at the Final Approval Hearing. Any Class Member who has submitted a valid, timely and
2 unrescinded Exclusion Request may not submit a Notice of Objection.

3 103. Regardless of whether they have submitted a valid Notice of Objection, Class
4 Members may appear at the Final Approval Hearing in order to make an oral objection to the
5 Settlement. Any Class Member who has submitted a valid, timely and unrescinded Exclusion
6 Request may not make an oral objection to the Settlement.

7 104. Any lawyer representing a Class Member for the purpose of objecting to the
8 Settlement Agreement must file a Notice of Appearance with the Court and must serve copies by
9 mail to the Parties' Counsel.

10 105. Upon receipt of any Notice of Objection, the Settlement Administrator will stamp
11 a received date on the written objection, retain the original envelope, and shall serve copies of
12 both the Notice of Objection and envelope it came in on Class Counsel and Defendant's Counsel
13 no later than three (3) business days after receipt thereof.

14 106. At no time will the Settling Parties or Parties' Counsel seek to solicit or otherwise
15 encourage Class Members to object to the Settlement. Class Counsel will not represent any Class
16 Members with respect to any such objections to this Settlement. The Parties will file all Notices
17 of Objection, valid or invalid, timely or untimely, with the Court in advance of the Final
18 Approval Hearing.

19 **D. Summary Reports and Settlement Administrator's Certification**

20 107. After issuing Notice, the Settlement Administrator shall provide weekly summary
21 reports to Class Counsel and Defendant's Counsel identifying the names of Class Members
22 whose mailings have been returned as undeliverable and the names of any Class Members who
23 have submitted Exclusion Requests or Notices of Objection.

24 108. No later than seven (7) calendar days after the Opt-out Deadline, the Settlement
25 Administrator shall provide to the Parties' Counsel a declaration detailing the completed Class
26 Notice process performed in accordance with the Settlement and the Preliminary Approval Order
27 and certifying due diligence ("Settlement Administrator's Certification"). The Settlement
28

1 Administrator's Certification shall also include a statement detailing the Settlement
2 Administrator's costs of administration.

3 109. The Settlement Administrator shall also attach copies of all unrescinded Exclusion
4 Requests and unrescinded Objections received, which shall be organized together as separate
5 exhibits to the Settlement Administrator's Certification. The Settlement Administrator will retain
6 the stamped originals of all Exclusion Requests it files until such time as the Settlement
7 Administrator is relieved of its duties and responsibilities under this Agreement.

8 110. At least seven (7) calendar days prior to the Final Approval Hearing, Class
9 Counsel shall file the Settlement Administrator's Certification with the Court.

10 **XIV. RELEASES BY CLASS MEMBERS**

11 111. Upon the Effective Date, each Class Member who does not opt-out will release the
12 Released Parties from the Released Claims.

13 112. With the exception of the Plaintiff (*see* Section XV below), Class Members are
14 not releasing any claims under this Settlement other than the Released Claims.

15 113. With the exception of the Plaintiff (*see* Section XV below), Class Members will
16 not release claims against the Released Parties which are unrelated to services performed as Class
17 Members during the Settlement Period.

18 114. This release does not include or cover any actions or omissions occurring after the
19 Settlement Period.

20 115. As previously set forth, Class Members who submit valid, timely and unrescinded
21 Exclusions Requests (i.e., opt-out), do not release any claims under this Settlement Agreement.

22 **XV. RELEASE BY CLASS REPRESENTATIVE**

23 116. Subject to final approval of the Settlement, Plaintiff shall also (i) release all claims
24 against the Released Parties that were or could have been asserted by Plaintiff which arise out of
25 or relate in any way to his performance of services for OSI as a Putative Class Member and (ii)
26 generally release all claims against OSI arising prior to the last day of the Settlement Period
27 ("Plaintiff's Released Claims").

28

1 117. Plaintiff's Released Claims include, without limitation, any and all claims arising
2 under the Americans with Disabilities Act, the Civil Rights Act of 1991, the Employee
3 Retirement Income Security Act, the Equal Pay Act, the Genetic Information Non-discrimination
4 Act, the Family and Medical Leave Act, 42 U.S. Code § 1981, Title VII of the Civil Rights Act,
5 and California law, including the California Labor Code, the California Government Code
6 (including the Fair Employment and Housing Act), the California Civil Code, the California
7 Business & Professions Code, as well as wrongful termination claims, constructive discharge
8 claims, breach of contract claims, discrimination claims, harassment claims, retaliation claims,
9 whistleblower claims (to the fullest extent they may be released under applicable law), wage and
10 hour claims (to the fullest extent they may be released under applicable law), negligence claims,
11 defamation or other tort claims, and claims for attorneys' fees and costs.

12 **XVI. APPLICATION FOR PRELIMINARY APPROVAL ORDER**

13 118. Promptly upon execution of this Settlement Agreement, Class Counsel shall apply
14 to the Court for the entry of an order(s):

- 15 a) Preliminarily approving the Settlement terms as fair, reasonable, and
16 adequate;
- 17 b) Certifying the Class for settlement purposes;
- 18 c) Appointing Sanford Heisler Sharp, LLP and Valerian Law as Class Counsel;
- 19 d) Appointing Martin Fletscher as Class Representative;
- 20 e) Approving as to form and content the proposed Notice;
- 21 f) Approving the establishment of a qualified settlement fund, pursuant to
22 Internal Revenue Code section 468B and the Treasury Regulations
23 promulgated thereunder;
- 24 g) Directing the mailing of the Notice by first class mail to the Class;
- 25 h) Setting a deadline of fifteen (15) business days after the Preliminary Approval
26 Date for OSI to provide the Settlement Administrator a list of all Class
27 Members, including the following information for each class member: (1) full
28 name; (2) last-known address; (3) social security number; and (5) the gross

1 compensation (pre-tax) paid to the Class Member from March 8, 2013
2 through July 25, 2018 for work done as a classified independent contractor
3 performing insurance inspections or surveys as part of the OSI Survey
4 Division in the state of California;

- 5 i) Setting a deadline of forty (40) calendar days after the Preliminary Approval
6 Date for the Settlement Administrator to mail the Notice to the Class
7 Members via first class mail;
- 8 j) Setting a deadline of sixty (60) calendar days from the date on which Notice
9 is mailed for Class Members to opt out of or exclude themselves from the
10 Settlement Agreement;
- 11 k) Setting a deadline of sixty (60) calendar days from the date on which Notice
12 is mailed for Class Members to object to the Settlement Agreement; and
- 13 l) Scheduling the Final Approval Hearing as soon as practicable on the question
14 of whether the proposed Settlement Agreement should be finally approved as
15 fair, reasonable, and adequate as to the members of the Class.

16 119. In moving for entry of the Preliminary Approval Order, Class Counsel will submit
17 to the Court for its approval this Settlement Agreement, its attachments, supporting papers which
18 shall describe the terms of this Settlement Agreement and will include proposed forms of all
19 notices and other documents, attached hereto, necessary to implement the Settlement Agreement.

20 **XVII. APPLICATION FOR FINAL APPROVAL ORDER**

21 120. Following Preliminary Approval of the Settlement, as provided in this Settlement
22 Agreement, but prior to the Final Approval Hearing, the Class Counsel will submit a proposed
23 Final Approval Order:

- 24 a) Granting Final Approval to the Settlement Agreement, adjudging the terms
25 thereof to be fair, reasonable, and adequate, and directing consummation of its
26 terms and provisions;
- 27 b) Granting final certification of the Class for settlement purposes;
- 28

- 1 c) Approving the Service Award in accordance with this Settlement Agreement,
2 unless otherwise directed by the Court;
- 3 d) Approving Class Counsel's application for an award of attorneys' fees in
4 accordance with this Settlement Agreement, unless otherwise directed by the
5 Court;
- 6 e) Ordering that all Class Members who have not opted out are bound by the
7 Settlement Agreement, including its release provisions; and
- 8 f) Setting a compliance hearing approximately 60 days after the completion of
9 the distribution process for Class Counsel and the Settlement Administrator to
10 submit a summary accounting how the Settlement funds have been distributed
11 to Class Members and the status of any unresolved issues.

12 121. In moving for entry of the Final Approval Order, Class Counsel will submit to the
13 Court for its Final Approval this Settlement Agreement and papers supporting the Court's
14 approval of the Final Approval Order.

15 122. Not later than five (5) business days before the Final Approval Hearing, Class
16 Counsel may file supplemental briefing in support of their motion for Final Approval of the
17 Settlement, the LWDA Payment, the payment of the Settlement Administrator's reasonable fees
18 and expenses, the requested Service Award and/or Class Counsel's request for attorneys' fees and
19 expenses.

20 **XVIII. EFFECT OF NON-APPROVAL OF SETTLEMENT AGREEMENT**

21 123. In the event this Settlement Agreement is not approved by the Court, fails to
22 become effective, or is reversed, withdrawn or modified by the Court or an appellate court:

- 23 a) The Settling Parties agree to continue to negotiate in good faith to reach an
24 agreement with terms that are acceptable to the Settling Parties and the Court;
- 25 b) If the Settling Parties are unable to reach an agreement with the terms that are
26 acceptable to the Settling Parties and the Court, Plaintiff may seek
27 reconsideration or appellate review of the applicable decisions denying
28 judicial approval;

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- c) In the event the Settling Parties are unable to reach an agreement with terms that are acceptable to the Settling Parties and the Court, or any reconsideration and/or appellate review is sought and thereafter denied, the Settling Parties shall have no further rights or obligations under this Settlement Agreement and:
 - (i) This Settlement shall have no force or effect;
 - (ii) This Settlement shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
 - (iii) To the extent the Court preliminarily certified the Class, the certification shall automatically be null and void and the fact of it shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
 - (iv) None of the Settling Parties will be deemed to have waived any claims, objections, defenses or arguments with respect to the issue of class action certification, maintenance of the Lawsuit as a class action, or the merits of the Lawsuit;
 - (v) If Class Notice was previously distributed, a notice will be provided to Class Members that the Agreement did not receive Final Approval and that, as a result, no payments will be made to Class Members under the Agreement. Such notice shall be mailed by the Settlement Administrator via First Class United States Mail, postage prepaid, to the last address used in mailing the Class Notice;
 - (vi) Except pursuant to Paragraph 100 above, the Settling Parties shall jointly bear all expenses incurred by the Settlement Administrator; and
 - (vii) If the Defendant has funded the QSF, the Settlement Administrator will return the entire QSF to Defendant within five (5) business days of notification.

1 **XIX. MUTUAL FULL COOPERATION**

2 124. The Settling Parties agree to fully cooperate with each other to accomplish the
3 terms of this Settlement Agreement, including but not limited to, execution of such documents
4 and taking such other action as reasonably may be necessary to implement the terms of this
5 Agreement. The Settling Parties shall use their best efforts, including all efforts contemplated by
6 this Agreement and any other efforts that may become necessary by order of the Court, or
7 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as
8 practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance
9 and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the
10 Court's approval of this Settlement Agreement.

11 125. Defendant fully supports this Settlement Agreement and will not communicate
12 anything to the contrary to Class Members. Defendant will not discourage Class Members from
13 participating in this Settlement.

14 **XX. NO ADMISSION**

15 126. Defendant denies any liability or wrongdoing associated with the claims alleged in
16 this matter. By entering into this Settlement Agreement, Defendant in no way admits any
17 violation of law or any liability whatsoever to the Class Representative and/or the Class,
18 individually or collectively, all such liability being expressly denied. Likewise, by entering into
19 this Settlement Agreement, Defendant in no way admits to the suitability of this case for class
20 action litigation other than for purposes of settlement. Rather, Defendant enters into this
21 Agreement to avoid further protracted class litigation and to resolve and settle the Released
22 Claims with the Plaintiff and the Class. Settlement of the Released Claims, negotiation and
23 execution of this Settlement Agreement and all acts performed or documents executed pursuant
24 to or in furtherance of the Settlement Agreement: (a) are not, shall not be deemed be, and may
25 not be used as an admission or evidence of any wrongdoing, liability, culpability or negligence
26 on the part of Defendant or of the truth of any of the factual allegations in any and all complaints,
27 amended complaints, or other papers filed in the Lawsuit; (b) are not, shall not be deemed to be,
28 and may not be used as an admission or evidence of fault or omission on the part of Defendant in

1 any civil, criminal, administrative or arbitral proceeding; and (c) are not, shall not be deemed to
2 be, and may not be used as an admission or evidence of the appropriateness of these or similar
3 claims for class certification. The Settling Parties understand and agree that this Settlement
4 Agreement is a settlement document and shall be inadmissible as evidence in any proceeding,
5 except an action or proceeding to approve, interpret or enforce the terms of the Settlement
6 Agreement.

7 **XXI. COMMUNICATION WITH THE PRESS**

8 127. The Settling Parties, Class Counsel, and Defendant's Counsel agree they will not
9 hold press conferences or communicate with members of the media about the Lawsuit or the final
10 Settlement Agreement, except through statements the content of which has been exchanged,
11 reviewed and mutually agreed upon by the Settling Parties, through their counsel. Such
12 agreement shall be reasonably provided by the Party whose agreement is sought by the other
13 Party.

14 128. The Settling Parties, Class Counsel, and Defendant's Counsel further agree that
15 OSI is the only business entity they shall refer to in any public statement about the Lawsuit. Any
16 public statement to members of the media shall be subject to pre-approval by opposing counsel,
17 as provided in the preceding paragraph.

18 **XXII. NOTICES**

19 129. Unless otherwise specifically provided herein, all notices, demands, or other
20 communications given hereunder shall be in writing and shall be deemed to have been duly given
21 as of the third (3rd) business day after mailing by United States registered or certified mail, return
22 receipt requested, addressed as follows:

23
24 To Plaintiff

25 SANFORD HEISLER SHARP, LLP
26 Michael D. Palmer
27 1350 Avenue of the Americas, 31st Floor
28 New York, NY 10019

SANFORD HEISLER SHARP, LLP

To Defendant

LITTLER MENDELSON, P.C.
JoAnna L. Brooks
Treat Towers
1255 Treat Boulevard, Suite 600
Walnut Creek, CA 94597

LITTLER MENDELSON, P.C.

1 Danielle Fuschetti
2 111 Sutter Street
3 San Francisco, CA 94104

Damon M. Ott
Mel M.C. Cole
333 Bush Street, 34th Floor
San Francisco, CA 94105

4 VALERIAN LAW
5 Xinying Valerian
6 1604 Solano Avenue, Suite D
7 Albany, CA 94707

8 **XXIII. INTERPRETATION AND ENFORCEMENT**

9 130. Each term of this Settlement Agreement is contractual and not merely recital.

10 **A. Entire Agreement**

11 131. This Settlement Agreement constitutes the entire agreement between the Settling
12 Parties with regard to the subject matter contained herein, and all prior and contemporaneous
13 negotiations and understandings between the Settling Parties shall be deemed merged into this
14 Agreement.

15 **B. Arm's-length Transaction**

16 132. The Settling Parties agree the terms and conditions of this Settlement Agreement
17 are the result of lengthy, intensive, arm's-length negotiations, and this Agreement shall not be
18 construed in favor of or against any Settling Party by reason of the extent to which any Settling
19 Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

20 **C. Captions**

21 133. The captions or headings of the sections and paragraphs of this Settlement
22 Agreement have been inserted for convenience of reference only and shall have no effect upon
23 the construction or interpretation of any part of this Agreement.

24 **D. Modification of Agreement**

25 134. No modification, amendment, or waiver of the terms of this Settlement Agreement
26 shall be valid or binding unless in writing, signed by or on behalf of all Settling Parties, and
27 approved by the Court. Any failure by a Settling Party to insist upon the strict performance by
28 another Settling Party of any of the provisions of this Settlement Agreement shall not be deemed
a waiver of future performance of the same provisions or of any of the other provisions of this
Agreement, and such Settling Party, notwithstanding such failure, shall have the right thereafter to

1 insist upon the specific performance of any and all of the provisions of this Settlement
2 Agreement.

3 **E. Binding Effect**

4 135. This Settlement Agreement shall be binding upon and inure to the benefit of the
5 Settling Parties hereto and their respective heirs, trustees, executors, administrators, successors
6 and assigns.

7 **F. Governing Law**

8 136. All questions with respect to the construction of this Settlement Agreement and
9 the rights and liabilities of the Settling Parties shall be governed by California state law without
10 regard to choice of law principles, except to the extent that the law of the United States governs
11 any matter set forth herein, in which case such federal law shall govern.

12 **G. Exhibits Incorporated**

13 137. All exhibits attached hereto are incorporated by reference as if fully set forth
14 herein.

15 **H. Severability**

16 138. Following the entry of the Final Approval Order, if any provision of this
17 Settlement Agreement is held by the Court to be void, voidable, unlawful or unenforceable, the
18 remaining portions of the Settlement Agreement will remain in full force and effect.

19 **I. Continuing Jurisdiction**

20 139. The Court shall retain jurisdiction over the interpretation and implementation of
21 this Settlement Agreement as well as any and all matters arising out of, or related to, the
22 interpretation, implementation, or enforcement of this Settlement Agreement.

23 **J. Destruction of Case Materials**

24 140. Following complete distribution of all settlement funds, the Settling Parties shall
25 destroy all Confidential Materials produced by the other Party in this Lawsuit.

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1 141. Within twenty-one (21) days of the distribution of all funds, Class Counsel shall
2 sign a declaration confirming the destruction of all Confidential Materials produced by Defendant
3 in this Lawsuit, including materials identifying the names, addresses and other contact and
4 payroll information related to the Class Members.

5 142. Notwithstanding the foregoing, consistent with the Joint Stipulation and Protective
6 Order, dated August 23, 2017, “Parties’ counsel may retain in their possession (a) any privileged
7 attorney work product that summarizes or references Confidential Materials, and (b) archived
8 copies of all pleadings, motion papers, written discovery responses, deposition transcripts and
9 exhibits, Court transcripts and exhibits, trial exhibits, and documents and other materials
10 submitted to the Court that contain Confidential Materials or Information derived from
11 Confidential Materials.”

12 **K. Voluntary and Knowing Agreement**

13 143. Each of the Settling Parties warrants that no promise or inducement has been
14 offered or made to that Party except as set forth herein, and covenants that he, she or it has not
15 entered into this Agreement as a result of any representation, agreement, inducement, or
16 coercion, except to the extent specifically provided herein. Each of the Settling Parties further
17 covenants that the consideration recited herein is the only consideration for entering into this
18 Settlement Agreement and that no promises or representations of another or further consideration
19 has been made by any person.

20 **L. Signatories to the Agreement**

21 144. The signatories hereby represent that they are fully authorized to enter into this
22 Settlement Agreement and to bind the Settling Parties and the Class Members to the terms and
23 conditions hereof, subject to approval of the Court.

24 145. The Plaintiff represents and warrants that he has not assigned or transferred, or
25 purported to assign or transfer, to any person or entity, any claim or any portion thereof or
26 interest

27 146. It is agreed that because the number of Class Members is so numerous, it is
28 impossible or impractical to have each Class Member execute this Settlement Agreement and as a

1 result, Class Counsel and the Class Representative may sign on their behalf. The Class Notice
2 will advise all Class Members of the binding nature of the release, and the release shall have the
3 same force and effect as if this Settlement Agreement were executed by each Class Member.

4 **M. Execution of Agreement**

5 147. This Settlement Agreement may be executed in counterparts with signatures
6 transmitted by facsimile or electronic mail. When each signatory has signed and delivered at least
7 one such counterpart, each counterpart shall be deemed an original, and, when taken together
8 with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding
9 upon and effective as to all Settling Parties.

10
11
12 Dated: 10/2, 2018



Martin Fletscher

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14 Dated: _____, 2018

On behalf of Overland Solutions, Inc.

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16
17 Dated: _____, 2018

Michael D. Palmer
Danielle Fuschetti
SANFORD HEISLER SHARP, LLP
Attorneys for Plaintiff Martin Fletscher and the Class

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22 Dated: _____, 2018

Xinying Valerian
VALERIAN LAW
Attorneys for Plaintiff Martin Fletscher and the Class

1 result, Class Counsel and the Class Representative may sign on their behalf. The Class Notice
2 will advise all Class Members of the binding nature of the release, and the release shall have the
3 same force and effect as if this Settlement Agreement were executed by each Class Member.

4 **M. Execution of Agreement**

5 147. This Settlement Agreement may be executed in counterparts with signatures
6 transmitted by facsimile or electronic mail. When each signatory has signed and delivered at least
7 one such counterpart, each counterpart shall be deemed an original, and, when taken together
8 with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding
9 upon and effective as to all Settling Parties.

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11 Dated: _____, 2018

Martin Fletscher

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14 Dated: October 8, 2018

[Signature]
On behalf of Overland Solutions, Inc.

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17 Dated: October 2, 2018

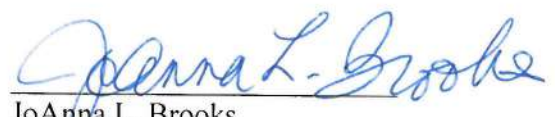
Michael D. Palmer
Danielle Fuschetti
SANFORD HEISLER SHARP, LLP
Attorneys for Plaintiff Martin Fletscher and the Class

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22 Dated: October 3, 2018

[Signature]
Xinying Valerian
VALERIAN LAW
Attorneys for Plaintiff Martin Fletscher and the Class

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Dated: Oct 9, 2018



JoAnna L. Brooks
Damon M. Ott
Mel M.C. Cole
LITTLER MENDELSON, P.C.
Attorneys for Defendant Overland Solutions, Inc.

Exhibit A

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 *Fletscher v. Overland
 Solutions, Inc. et al.***

*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>>

<<FirstName>> <<Surname>>

<<Address1>>

<<Address2>>

<<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	
DO NOTHING AND RECEIVE YOUR MONETARY SHARE OF THE SETTLEMENT	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.
REQUEST TO BE EXCLUDED FROM THE SETTLEMENT	If you submit a request to be excluded from the Settlement on or before [60 days after Notice is mailed] , 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.
OBJECT TO THE TERMS OF THE SETTLEMENT	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 [60 days after Notice is mailed] . 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., et al.*, 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: OSISettlement@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, 2018 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 <<Total Individual Compensation>> for your work as a Class Member (as defined in Section 5 above) between March 18, 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 **[60 days after Notice is mailed]**.

The parties estimate that you will receive approximately \$<<Estimated Award>> 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 18, 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 [60 days after Notice is mailed].**

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 **[60 days after Notice is mailed]**. 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 **[DATE AND TIME]**, 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, 34th 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.