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SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF ALAMEDA
 UNLIMITED JURISDICTION

ANDREA O'NEAL-ROBERTS, on behalf of herself, the putative class, and on behalf of the general public, Plaintiff, v. OFF THE GRID SERVICES, LLC, THE WHOLE CART, LLC, and DOES 1-10, inclusive. Defendants.	) Case No. RG20075270))) Assigned for all purposes to:) Judge: Hon. Brad Seligman) Dept.: 23)) CLASS ACTION) [PROPOSED] ORDER GRANTING) UNOPPOSED MOTION FOR) PRELIMINARY APPROVAL OF CLASS) ACTION SETTLEMENT AND CLASS) NOTICE, CERTIFICATION OF) SETTLEMENT CLASS AND) SUBCLASSES, AND APPOINTING THE) CLASS REPRESENTATIVE, CLASS) COUNSEL, AND SETTLEMENT) ADMINISTRATOR)) Ntc of Motion; MPA; and Decls.) submitted herewith)) Date: September 6, 2022) Time: 3:00 p.m.) Dept: 23) Reservation No.: A-20075270-001)) Original Complaint Filed: Sept. 24, 2021
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1 The Parties came for hearing on Plaintiff's Motion For Preliminary Approval Of Class Action
2 Settlement, Certification Of Settlement Class And Subclasses, And Approving Class Representative,
3 Class Counsel, And Class Notice on 09.06.2022, at 3:00 p.m. in the Superior Court of California,
4 County of Alameda, Department 23, the Honorable Brad Seligman presiding. The Court having
5 considered the papers submitted in support of the application HEREBY ORDERS THE
6 FOLLOWING:

7 1. To the extent the terms in this Order are defined in the Joint Stipulation of Settlement
8 and Release (the "Settlement Agreement") submitted to the Court as Exhibit 1 to the Declaration of
9 Attorney Rachel M. Terp ("Terp Declaration" or "Terp Decl."), such terms shall have the same
10 meanings in this Order as in the Settlement Agreement.

11 2. The Court grants preliminary approval of the Settlement based upon the terms set forth
12 in the Settlement Agreement and preliminary approval motion, the Terp Declaration and associated
13 exhibits, Burrell Declaration, and all filings in this case to date. The proposed settlement falls within
14 the range of possible final approval, such that sending the notice to the class of the settlement's terms
15 and holding a final fairness hearing are worthwhile.

16 3. For settlement purposes only, the Court grants provisional certification to the proposed
17 Class and Subclasses, as set forth in paragraph 1.3 of the Settlement Agreement.

18 a. The Class is defined as "All individuals who work or worked as Instrucktional
19 Entrepreneurs, who Defendants classified as exempt from overtime within the State of
20 California at any time from April 6, 2016 through the Date of Preliminary Approval, except for
21 those who signed a general release of claims," and is limited to the 23 Class Members listed in
22 the Settlement Agreement.

23 b. The Waiting Time Penalties Subclass is defined as "All Class Members who no
24 longer work for Defendants and have not been employed by Defendants for more than 72
25 hours, from April 6, 2017 through the Date of Preliminary Approval."

26 c. The Itemized Wage Statement Subclass is defined as "All Class Members who
27 work or worked for Defendants from April 6, 2019 through the Date of Preliminary Approval."
28

1 4. For settlement purposes only, the Court appoints Darci Burrell, Esq. of Levy Vinick
2 Burrell Hyams LLP and Rachel M. Terp, Esq. of Terp Law as Class Counsel. The Court finds that
3 counsel is experienced in representing plaintiffs in such matters.

4 5. For settlement purposes only, the Court appoints named Plaintiff Andrea O’Neal-
5 Roberts as Class Representative. The Court preliminarily finds that the named Plaintiff satisfies the
6 typicality and adequacy requirements.

7 6. The Court approves, as to form and content, the Court Authorized Notice of Pendency
8 of Class Action and Proposed Settlement attached as Exhibit A to the Settlement Agreement, a copy of
9 which is also attached to this order as **Exhibit A**. The Court also approves, as to form and content, the
10 Court Authorized Notice of Settlement Award attached as Exhibit B to the Settlement Agreement, a
11 copy of which is also attached to this order as **Exhibit B**. The Court approves the procedure for Class
12 Members to participate in, object to, and opt-out of the Settlement as set forth in the Settlement
13 Agreement and explained in the Notice.

14 7. The Court directs the mailing and emailing of the Notice in accordance with the
15 Settlement Agreement and the implementation schedule set forth below. The Court finds that the dates
16 selected for the emailing, mailing, and distribution of the Notice meet the requirements of due process,
17 provide the best notice practicable under the circumstances, and shall constitute due and sufficient
18 notice to all persons entitled to notice of the proposed settlement.

19 8. The Court appoints Atticus Administration, LLC (“Atticus”) as the Settlement
20 Administrator, based on the Terp and Longley Declarations.

21 9. A final fairness hearing on whether the proposed Settlement, the attorneys’ fees to the
22 Class Counsel, the Class Representative’s enhancement payment, and the *cy pres* recipient should be
23 approved as fair, reasonable, and adequate as to the members of the Settlement Class will be held on
24 _____ 2022 at _____.m. in the Courtroom of the Honorable Brad Seligman, Department
25 23, in the Superior Court of California, County of Alameda.

26 10. The Court orders the following implementation schedule for further proceeding.

27 a. Deadline for Class Counsel to publicly post settlement webpage: _____
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- 1 b. Deadline for Defendant to provide Class List and data to Settlement
2 Administrator: _____
- 3 c. Deadline to mail and email Notice to the Class: _____
- 4 d. Deadline for submission of dispute of compensable workweek or other
5 information to the Settlement Administrator: _____.
- 6 e. Deadline for Class Members to submit Opt-Out Requests (mailed opt-out
7 requests must be postmarked by this date): _____
- 8 f. Deadline for submission of written objections to Settlement Administrator
9 (mailed objections must be postmarked by this date): _____
- 10 g. Deadline for Class Counsel to file Class Member objections with the Court:
11 _____
- 12 h. Deadline to file a response to any written objections: _____
- 13 i. Deadline to file Motion for Final Approval: _____
- 14 j. Final Approval Hearing _____ at _m.

15

16 IT IS SO ORDERED

17 Date: _____ 2022

18 _____
19 BRAD SELIGMAN
20 JUDGE OF THE SUPERIOR COURT
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Exhibit A

AUTHORIZED BY THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA - UNLIMITED JURISDICTION

ANDREA O'NEAL-ROBERTS, on behalf of
herself, the putative class, and on behalf of the
general public,

Plaintiff,

v.

OFF THE GRID SERVICES, LLC, THE WHOLE
CART, LLC, and DOES 1-10, inclusive.
Defendants.

) Case No. RG20075270
)
)
)

**COURT AUTHORIZED
NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED
BY THE PROPOSED SETTLEMENT DESCRIBED IN THIS NOTICE.**

This is the first of two court authorized notices. This is not a solicitation from a lawyer. This is not a lawsuit against you, and you are not being sued. However, your legal rights may be affected whether you act or not.

TO: All individuals who work or worked as Instructional Entrepreneurs, who Defendants classified as exempt from overtime within the State of California at any time from April 6, 2016 through [Preliminary Approval Date], except for those who signed a general release of all claims.

I. WHY DID I RECEIVE THIS NOTICE?

You received this notice because your employment records indicate that you worked for Off the Grid Services, LLC or The Whole Cart, LLC as a salaried Instructional Entrepreneur between April 6, 2016 and [Preliminary Approval Date].

This Notice explains that, on [Preliminary Approval Date], the Court granted Preliminary Approval of a proposed Settlement of a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant Final Approval of the proposed Settlement, after a hearing on [Final Approval Hearing Date].

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for benefits, and how to get these benefits.

The Court in charge of the case is the Superior Court of the State of California, County of Alameda, and the case is known as *Andrea O'Neal-Roberts, on behalf of herself, the putative class, and on behalf of the general public v. Off the Grid Services, LLC, The Whole Cart, LLC, and Does 1-10*, Case No. RG20075270 (the "Lawsuit").

II. WHAT IS THE LAWSUIT ABOUT?

Plaintiff Andrea O'Neal-Roberts ("Plaintiff") brought this action on behalf of herself and similarly situated employees. In summary, Plaintiff brought this action alleging that Off the Grid

Services, LLC and The Whole Cart, LLC (“Defendants”) were improperly classified as exempt employees and were therefore obligated to pay Plaintiff and Instrucktional Entrepreneurs overtime, provide required meal and rest breaks, pay wages timely, provide accurate itemized wage statements, reimburse necessary expenditures, and Defendants violated California’s unfair competition law. Plaintiff also seeks relief on behalf of the general public under the Private Attorneys General Act (“PAGA”), California Labor Code section 2698, *et seq.*

Defendants have denied each and every allegation by Plaintiff. The Court has not reached any decisions concerning the merits of the lawsuit, and the Court has not ruled for or against Plaintiff as to the merits of the legal claims.

III. WHAT ARE YOUR RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER?

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Class Members will not have to submit a claim form to receive a settlement payment. If you desire to participate in the settlement and receive your share of the settlement proceeds, you need not do anything and will receive a settlement payment. You will be bound by the Settlement Agreement, and you will give up the claims that are released by the Settlement Agreement. See Section VIII below for additional information.
EXCLUDE YOURSELF	You are entitled to exclude yourself from the Class by timely submitting a valid request for exclusion. If you exclude yourself by opting out of the Class, you will receive no payment, but you will retain your right to pursue your claims against Defendants in a separate action or proceeding. However, if you are considered PAGA Aggrieved Employees, you will receive PAGA related payment even if you opt out of the Class. See Section X below for additional information.
OBJECT	You are entitled to submit a timely written objection to the settlement. If the Settlement Agreement is approved after your objection, you will remain a member of the Settlement Class and will give up the claims that are released by the aSettlement Agreement. See Section XI below for additional information.

IV. WHO IS COVERED BY THE CLASS ACTION LAWSUIT AND THE PROPOSED SETTLEMENT?

The Lawsuit is being settled as a class action. In a class action, the plaintiff, also referred to as a class representative, sues on behalf of herself and other persons with similar claims.

The Court has granted preliminary approval of a class for settlement purposes only. The Settlement Class is defined as follows:

All individuals who work or worked as Instructional Entrepreneurs, who Defendants classified as exempt from overtime within the State of California at any time from April 6, 2016 through date of preliminary approval of settlement, except for those who signed a general release of claims.

The Settlement Class also consists of Subclasses, defined as follows:

Waiting Time Penalties Subclass: All Class Members who no longer work for Defendants and have not been employed by Defendants for more than 72 hours, from April 6, 2017 through the date of preliminary approval of the settlement.

Itemized Wage Statement Subclass: All Class Members who work or worked for Defendants from April 6, 2019 through the date of preliminary approval of the settlement.

If the Court approves the settlement, the settlement will bind all members of the Settlement Class who have not excluded themselves from the Settlement Class. The Court has not yet determined that the Lawsuit could be litigated as a class action. If the Court does not approve this settlement, the preliminary class certification will have no effect in any subsequent proceedings in the Lawsuit or in any other litigation.

V. THE PROPOSED SETTLEMENT

The proposed Settlement was negotiated with Defendants by the attorneys for the Settlement Class ("Class Counsel"). Class Counsel believes that this Settlement is in the best interest of the members of the Settlement Class.

The "Gross Settlement Amount" of this action is \$800,000. In exchange for the release of claims against released parties (explained in Section VII below), Defendants will provide the members of the Settlement Class monetary compensation in the total amount of \$800,000, less amounts approved by the Court for: attorneys' fees and costs; settlement administrative expenses; a class representative service award; the portion of the PAGA payment allocated to the California Labor and Workforce Development Agency ("LWDA"); and the portion of the PAGA payment allocated to PAGA Aggrieved Employees. The remaining amount, payable to the Settlement Class, is the "Net Settlement Amount." The deductions from the Gross Settlement Amount are as follows:

1. **Class Counsel's Attorneys' Fees and Costs.** You do not need to pay any portion of the attorneys' fees and costs incurred in this Lawsuit. Class Counsel will ask the Court to award attorneys' fees of up to \$266,666.67 (1/3 of the Gross Settlement Amount), and a cost award of up to \$[Estimated Costs Amount].
2. **Plaintiff's Service Award.** Class Counsel will ask the Court to authorize a Class Representative payment of \$10,000 to Plaintiff for her service on behalf of the Settlement Class and for signing a broader release of claims than other Settlement Class Members. Plaintiff will also be entitled to receive her share of the Net Settlement Amount and her share of the PAGA penalties.
3. **Settlement Administration Costs.** The Settlement Administrator will be paid no more than \$10,000 for administering the proposed settlement, which includes such work as mailing this Notice, calculating Settlement Class Member payments, mailing

checks, reminders, and tax forms, and reporting final data to the parties and the Court.

4. **PAGA Payment.** \$22,000 will be allocated to penalties under the Private Attorneys General Act. Pursuant to California Labor Code section 2699(i), 75 percent of that amount or \$16,500, must be paid to the LWDA (and 25 percent of that amount or \$5,500 will be distributed to PAGA Aggrieved Employees. PAGA Aggrieved Employees are Class Members who work or worked for Defendants between September 17, 2019 and [Date of Preliminary Approval].

VI. HOW MUCH CAN I EXPECT TO RECEIVE?

If the Court approves the Settlement and the Settlement becomes final, and assuming the Court approves the maximum amounts sought to be deducted from the Gross Settlement Amount, the Net Settlement Amount is estimated at \$[Net Settlement Amount], with the average Settlement Share being approximately \$[Average Settlement Share] per Settlement Class Member prior to tax withholdings. **The amount payable to each individual will vary, as explained below, and your estimated minimum Settlement Share is identified in the Notice of Settlement Award included with this Notice.**

Individual settlement shares will be higher or lower depending on the number of Workweeks each Settlement Class Member worked and whether the Settlement Class Member is part of any of the Subclasses defined above. Specifically, each Settlement Class Member's Settlement Share will be calculated as follows:

Class Amount: The Class Amount shall be 88% of the Net Settlement Amount and shall be distributed based on each Participating Class Member's proportionate Workweeks worked during the Class Liability Period, by multiplying the Class Amount by a fraction, the numerator of which is the Participating Class Member's number of Workweeks worked during the Class Liability Period, and the denominator of which is the total Workweeks worked by all Participating Class Members during the Class Liability Period. The Class Liability Period is April 6, 2016 to [Preliminary Approval Date].

Itemized Wage Statement Subclass Amount: The Itemized Wage Statement Subclass Amount shall be 2% of the Net Settlement Amount and shall be distributed based on participating Itemized Wage Statement Penalties Subclass member's number of Workweeks worked from April 6, 2019 to [Preliminary Approval Date], and the denominator of which is the total Workweeks worked by all participating Itemized Wage Statement Subclass members from April 6, 2019 to [Preliminary Approval Date].

Waiting Time Penalties Subclass Amount: The Waiting Time Penalties Subclass Amount shall be 10% of the Net Settlement Amount and shall be divided evenly between all participating Waiting Time Penalties Subclass members from April 6, 2017 to [Preliminary Approval Date].

Additionally, each Settlement Class Member who worked for Defendants between September 17, 2019 and [Preliminary Approval Date] ("PAGA Period") is also considered a PAGA Aggrieved Employee. PAGA Aggrieved Employees will receive a check for their proportionate share of the portion of the PAGA Aggrieved Employee Payment (\$5,500), calculated by multiplying the PAGA Aggrieved Employee Payment by a fraction, the numerator

of which is the number of workweeks worked by the PAGA Aggrieved Employee during the PAGA Period, and the denominator of which is the total number of workweeks worked by all PAGA Aggrieved Employees during the PAGA Period.

Settlement Class Members and PAGA Aggrieved Employees who disagree with their Workweeks, or other information used to calculate their Settlement Share may dispute the calculation of their Settlement Share by contacting the Settlement Administrator (at the address and phone number set forth in Section XII below). The Settlement Administrator will review the disputed information and make a decision regarding the Settlement Share and/or PAGA Share based on that review. The Settlement Administrator's decision on such disputes will be final and non-appealable.

Participating Class Members are responsible for the employee's share of employment taxes and all income taxes, which amounts, including withholding, will be deducted from the portion of Participating Settlement Class Member settlement checks designated as wages. For withholding tax characterization purposes and payment of taxes, the Participating Class Member's Settlement Share will be treated as one-third wages (reported on Tax Form W-2s), one-third penalties and one-third interest (reported on Tax Form 1099s).

Defendants also agree to pay separately from the Gross Settlement Amount, the employer's share of payroll taxes on the portion of the Participating Class Member's Settlement Share that is designated as wages.

PAGA Aggrieved Employees payments will be allocated as civil penalties (reported on Tax Form 1099s)

Participating Class Members and PAGA Penalties Subclass members will have 90 days from the date that settlement checks are mailed to cash the settlement checks. Those who have not yet cashed their settlement checks will be mailed a reminder postcard midway through the 90 day period. If \$10,000 or more in uncashed settlement checks remains after the 90 day expiration date, then a second round of checks will proportionally redistribute those funds to participating Class Members and/or PAGA Penalties Subclass members who cashed their first settlement checks. Recipients of the second round of checks will have 60 days from the date of mailing to cash their settlement checks.

For Settlement Class Members who developed mobile food concepts while working for Defendants ("Qualifying Class Members"), Defendants have agreed to facilitate the release or license of brands, marketing materials, and recipes, by Defendants and/or any third party. Defendants will be sending Qualifying Class Members an intellectual property assignment and license back offer for these materials soon. Qualifying Class Members are advised to consult with an attorney other than Class Counsel before signing the intellectual property assignment and license back agreement. A qualifying Class Members' acceptance or rejection of the intellectual property assignment and license back offer will not impact a Class Member's rights under this Settlement Agreement.

VII. SETTLEMENT CLASS REPRESENTATIVE AND CLASS COUNSEL

The Court has appointed Plaintiff as Settlement Class Representative to represent the Settlement Class. The Court has appointed the following attorneys to represent the Settlement Class as Settlement Class Counsel:

Rachel Terp
Terp Law
2831 Telegraph Avenue
Oakland, CA 94609
510-550-5103
rachel@terplaw.com

Darci Burrell
Levy Vinick Burrell Hyams LLP
180 Grand Avenue, Suite 1300
Oakland, CA 94612
510-318-7700
darci@levyvinick.com

I. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves the settlement and the Settlement becomes final, Plaintiff and all members of the Settlement Class who have not excluded themselves (1) will be deemed to have agreed that, except for the obligations imposed by the settlement, Defendants shall be released from all Released Claims (as defined below), and (2) will be barred from suing the Released Parties (as defined below) for any liability in any way related to or arising out of any Released Claim.

“Released Claims” means: All claims that were pleaded and all claims that could have been pleaded based on the factual allegations in the Complaint, including but not limited to: (1) failure to pay overtime wages; (2) failure to pay meal period premiums and failure to pay rest period premiums; (3) failure to reimburse business expenses; (4) failure to provide compliant wage statements; (5) failure to pay all wages due upon termination; (6) violations of California’s unfair competition law; (7) violations of the Private Attorneys’ General Act (“PAGA”); and potential claims reasonably arising out of or reasonably relating to the same set of operative facts and/or factual allegations pled therein.

“Released Parties” means: Off the Grid Services, LLC and The Whole Cart, LLC, Defendants’ respective present, former, and future controlling persons, parent companies, affiliates, subsidiaries, successors-in-interest, assigns, predecessors, benefit plans sponsored by such companies, owners, members, officers, directors, principals, employees, agents, attorneys, accountants, auditors, consultants, insurers and reinsurers, managers, trustees, fiduciaries, heirs, representatives, and divisions including, but not limited to, Cubert LLC.

Additionally, upon the Court’s approval of the Parties’ settlement of Plaintiff’s PAGA Claim, all PAGA Aggrieved Employees shall release against Released Parties all PAGA claims pleaded, all PAGA claims that could have been pleaded based on the factual allegations in the Complaint, and all potential PAGA claims reasonably arising out of or reasonably relating to the same set of operative facts and/or factual allegations pled therein during the PAGA Period. Settlement Class Members who are also PAGA Aggrieved Employees and who otherwise submit a valid Opt-Out Request will nevertheless still be bound by the PAGA release and shall receive a PAGA Share.

II. FINAL APPROVAL HEARING

A hearing (the “Final Approval Hearing”) has been scheduled on [Final Approval Hearing Date], before the Court, Hon. Brad Seligman, in Department 23 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, adequate, and reasonable to members of the Settlement Class; (2) whether the application of Settlement Class Counsel for an award of attorneys’ fees and costs should be approved and in what amount; (3) whether the application for service award for Plaintiff should be approved and in what amount; (4) whether the costs of administration should be approved and in what amount; and (5) whether a proposed Final Approval Order should be entered. The motion for final approval will

be filed with the Court no later than 16 court days before the hearing and will be available for review after that date. The hearing may be continued (moved to another date) without further notice to the Settlement Class Members. It is not necessary for you to appear at this hearing, but you or an attorney who you hire and pay for yourself will likely want to appear if you have submitted an objection.

X. RIGHT TO BE EXCLUDED FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendants on your own regarding the legal issues raised in or related to this case, then you must exclude yourself from the Settlement. This is called “opting out” of the Class. If you exclude yourself from the Settlement, you will not receive any payment from the Net Settlement Amount, and your Settlement Share will be distributed among those Class Members who did not submit a request for exclusion.

To exclude yourself from the Settlement, you must send a letter by mail containing your name and reasonably communicating that you request exclusion and do not wish to participate in the settlement. Please include in your request for exclusion: the name of the lawsuit, *Andrea O’Neal-Roberts, on behalf of herself, the putative class, and on behalf of the general public v. Off the Grid Services, LLC, et al.*, Case No. RG20075270; as well as your mailing address, email address (if any), and telephone number; and your signature. Your exclusion request must be postmarked no later than [Opt-Out Deadline] to:

O’Neal-Roberts et al v. Off the Grid, LLC, et al. Settlement Administrator
c/o [Settlement Administrator]
[address]
[address]

If you ask to be excluded: you will not receive any payment from the Net Settlement Amount and you cannot object to the Settlement; you will not release the Released Claims against the Released Parties; will not be legally bound by anything that happens in this lawsuit; and you will be able to sue or continue to sue Defendants in the future. However, if you are a PAGA Aggrieved Employee you will receive a PAGA Share payment and you will release PAGA claims, as described in Sections VI and XIII above.

If you are represented by an attorney in a pending lawsuit against Defendants, speak to your lawyer in that case immediately. You may need to exclude yourself from this Settlement Class to continue your own lawsuit.

Defendants have the right to terminate the settlement if opt-outs exceed 20 percent of the class.

XI. RIGHT TO OBJECT TO SETTLEMENT

If you are a Settlement Class Member and you do not request to be excluded from the class, you may choose to object to the settlement before final approval of the settlement by the Court. If you want to object to all or any part of the Settlement, you must send the Settlement Administrator a notice of objection. Absent good cause found by the Court, to be “valid,” your written objection to the Settlement must be sent to the Settlement Administrator at the address provided in the Notice and be postmarked no later than 60 days after the date of the initial mailing of the Notice. If there are any documents that you would like the Court to consider, you should send them to the Settlement Administrator with your notice of objection. You may object

to the settlement yourself or through an attorney you hire and pay for yourself. DO NOT FILE ANY OBJECTIONS WITH THE COURT.

You may also appear at the Final Approval Hearing yourself or through an attorney who you hire and pay for yourself, to address any written objection or to make an oral objection.

If the Court rejects your objection, you will still be bound by the terms of the settlement, including the release.

XII. SETTLEMENT ADMINISTRATOR

The settlement process will be administered by [Court Approved Settlement Administrator] (the "Settlement Administrator"), a company that provides settlement and administration services. The Court has approved [Court Approved Settlement Administrator] to act as the Settlement Administrator for purposes of this settlement. Any notices to the Settlement Administrator should be sent to:

O'Neal-Roberts et al v. Off the Grid, LLC, et al. Settlement Administrator
c/o [Settlement Administrator]
[address]
[address]
[telephone]

XIII. IMPORTANT SETTLEMENT DATES AND DEADLINES

The following are important dates and deadlines under the proposed settlement:

Exclusion Deadline: _____
Objection Deadline: _____
Final Approval Hearing: _____

XIV. ADDITIONAL INFORMATION

For more detailed information concerning the matters involved in the Lawsuit, please refer to the pleadings, the Settlement Agreement, the Orders entered in the Lawsuit, and to the other papers filed in the Lawsuit. These are available at the following webpage: terplaw.com/itksettlement.

The pleadings and other records in the Lawsuit may also be examined online on the Alameda County Superior Court's website at <https://eportal.alameda.courts.ca.gov/>. You will be required to create an account and then can access documents by clicking on "Searches," on the next page clicking on "Case Number Search," then entering the case number RG20075270 and clicking "Search." On the following page, click the link "O'Neal-Roberts VS Off The Grid Services, LLC. You may then download images of every document filed in the case for a charge. 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.

Any questions concerning the matters contained in the Notice may be directed to the Settlement Administrator or Settlement Class Counsel.

**DO NOT CALL OR WRITE THE COURT TO OBTAIN COPIES OF DOCUMENTS OR TO ASK
QUESTIONS ABOUT THE SETTLEMENT.**

Exhibit B

AUTHORIZED BY THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA - UNLIMITED JURISDICTION

ANDREA O'NEAL-ROBERTS, on behalf of
herself, the putative class, and on behalf of the
general public,

Plaintiff,

v.

OFF THE GRID SERVICES, LLC, THE WHOLE
CART, LLC, and DOES 1-10, inclusive.
Defendants.

) Case No. RG20075270
)
)
)

**COURT AUTHORIZED
NOTICE OF SETTLEMENT AWARD**

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED
BY THE PROPOSED SETTLEMENT DESCRIBED IN THIS NOTICE.**

This is the second of two a court authorized notices. This is not a solicitation from a lawyer. This is not a lawsuit against you, and you are not being sued. However, your legal rights may be affected whether you act or not.

Dear **[Class Member Name]**:

You received this notice because your employment records indicate that you are a Settlement Class Member in the case known as *Andrea O'Neal-Roberts, on behalf of herself, the putative class, and on behalf of the general public v. Off the Grid Services, LLC, The Whole Cart, LLC, and Does 1-10*, Case No. RG20075270 (the "Lawsuit").

The Settlement Administrator has calculated the minimum settlement award that you can expect to receive if you do not request to be excluded from the Settlement and the Court grants final approval of the Settlement. Your minimum Settlement Share is: **[\$Minimum Settlement Share]**. **[[For PAGA Aggrieved Employees only:] Your minimum PAGA Share is: [\$Minimum PAGA Share]].**

This amount is based, in part, upon the following information provided by Defendants to the Settlement Administrator relating to your dates of employment:

Start Date: **End Date:** **Total workweeks:**

Please refer to the Court Authorized Notice of Pendency of Class Action and Proposed Settlement for more information about the Settlement, including how the Settlement Administrator calculated your minimum Settlement Share **[[For PAGA Aggrieved Employees only:] and PAGA Share]** (Section VI), how to dispute your workweek and other data (Sections VI & X), and how to contact the Settlement Administrator (Section XII), or for other information about the Settlement and Lawsuit.

**DO NOT CALL OR WRITE THE COURT TO OBTAIN COPIES OF DOCUMENTS OR TO ASK
QUESTIONS ABOUT THE SETTLEMENT.**