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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

COLLEEN SHARP, BARBARA MIZE, ANGELA PODNIZHNYY, SHONTELLE MOORE, and TRACY LYNN CRENSHAW, individuals in their capacities as the State of California's designated proxies under the Private Attorneys General Act and on behalf of others, Plaintiffs, vs. SHIFTSMART INC., a Delaware corporation; and DOES 1 through 10 inclusive Defendant.	Case No.: 37-2023-00021163-CU-OE-CTL **SUPPLEMENTAL DECLARATION OF THOMAS D. RUTLEDGE ISO PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** Judge: Hon. Wendy M. Behan Dept.: C-66 Hearing Date: Oct. 17, 2025 Hearing Time: 10:15 a.m. Complaint Filed: May 15, 2023 Trial Date: NA Discovery Cutoff: NA **[Joint Stipulation to Modify Class Action Settlement Agreement and [Proposed] Order filed concurrently herewith]**

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SUPPLEMENTAL DECLARATION OF THOMAS D. RUTLEDGE

I, THOMAS D. RUTLEDGE, declare and state as follows:

1. I am counsel of record for the named Plaintiffs, the putative Class, indirectly for the Aggrieved Employees, and a quasi-assistant attorney general for the State of California (Plaintiffs) via the Private Attorney General Act (PAGA) in this matter. As such, I am fully familiar with the facts, pleadings, and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is submitted in support of Plaintiffs' Motion for Preliminary Court Approval of Class and PAGA Settlement (Motion) per the terms of the Class Settlement Agreement, a true and correct copy of which is attached and marked as Exhibit 1 to the declaration previously filed on July 31, 2025. ROA #108.

3. On August 22, 2025, the Parties appeared in Department C-66 of the above-entitled Court for the hearing on Plaintiffs' unopposed Motion.

4. At the August 22, 2025 hearing, the Court continued the hearing on Plaintiffs' Motion to October 17, 2025, subject to the Parties' agreement to allocate seventy-five percent (75%) of the civil penalties recoverable under the California Private Attorneys General Act of 2004 (PAGA) to the State of California and twenty-five percent (25%) to the PAGA Members, as defined in Paragraph II.16 of the Class Action Settlement Agreement.

5. Pursuant to the Court's instructions, the Parties have electronically signed a Joint Stipulation to Modify Class Action Settlement Agreement, which modifies the Class Settlement Agreement, a true and correct copy of which is attached hereto and marked as **Exhibit 1**.

Class Notice.

6. Attached as **Exhibit 2** is a modified copy of the draft notice (Notice) we request the Court to approve following preliminary approval of the Class Settlement Agreement.

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7. We believe this Notice sufficiently informs the Class of the nature of the case, the claims Class Members are releasing, how to exclude themselves from the Class, among other things.

Notice to the Labor Workforce Development Agency (LWDA).

8. On September 10, 2025, before filing with the Court, I filed these papers with the LWDA via their online portal, a true and correct copy of the screenshot is attached hereto as **Exhibit 3** as proof of submission.

Conclusion.

For all the foregoing reasons, the Parties very respectfully request this Court to judicially approve the Class Settlement Agreement and sign the [Proposed] Order filed herewith.

Except as to those matters made upon information and belief, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this day of September 10, 2025, in the County of San Diego, California

*/s/Thomas D. Rutledge*______________
Declarant

Exhibit 1

THOMAS D. RUTLEDGE (SBN 200497)
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Attorneys for Defendants

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO - CENTRAL DIVISION

COLLEEN SHARP, and BARBARA M MIZE, individuals and as the state of California's designated proxies under the Private Attorneys General Act and on behalf of Others, Plaintiffs, vs. SHIFTSMART INC., a Delaware corporation; AAKASHDEEP KUMAR, an individual; and DOES 1 through 10 inclusive Defendants.	Case No.: 37-2023-00021163-CU-OE-CTL Judge: Hon. Wendy Behan Dept.: C-66 **JOINT STIPULATION TO MODIFY CLASS ACTION SETTLEMENT AGREEMENT** Complaint Filed: May 15, 2023 Trial Date: N/A

JOINT STIPULATION

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

Plaintiffs Colleen Sharp, Barbara Mize, Tracy Lynn Crenshaw, Shontelle Moore, and Angela Podnizhnyy (collectively, the "***Plaintiffs***"), on the one hand, and Defendant Shiftsmart, Inc. ("***Defendant***" and, together with Plaintiffs, the "***Parties***"), on the other hand, hereby do jointly stipulate and agree, by and through their respective undersigned counsel, as follows:

RECITALS

1. **WHEREAS**, on July 31, 2025, the Parties executed the Class Action Settlement Agreement, a true and correct copy of which is attached as Exhibit 1 to the Declaration of Thomas D. Rutledge on file with the Court (ROA #108);
2. **WHEREAS**, on August 22, 2025, the Parties appeared in Department C-66 of the above-entitled Court for the hearing on Plaintiffs' unopposed Motion for Preliminary Approval of Class Action Settlement (the "***Motion***");
3. **WHEREAS**, at the August 22, 2025 hearing, the Court continued the hearing on Plaintiffs' Motion to October 17, 2025, subject to the Parties' agreement to allocate seventy-five percent (75%) of the civil penalties recoverable under the California Private Attorneys General Act of 2004 ("***PAGA***") to the State of California and twenty-five percent (25%) to the PAGA Members, as defined in Paragraph II.16 of the Class Action Settlement Agreement.

NOW, THEREFORE, **IT IS HEREBY STIPULATED**:

1. Pursuant to Paragraph IX.4 of the Class Action Settlement Agreement, the Parties agree to modify the allocation of PAGA penalties consistent with the Court's directive, such that seventy-five percent (75%) of the PAGA penalties shall be distributed to the State of California and twenty-five percent (25%) to PAGA Members, as defined by Paragraph II.16 of the Settlement Agreement; and

2. The Parties agree to submit for the Court's approval the proposed Class Notice attached hereto as **Exhibit 1** in connection with the hearing on Plaintiffs' Motion for Preliminary Approval scheduled for October 17, 2025.

Dated: September 10, 2025

MICHELMAN & ROBINSON, LLP

By: */s/ Melinda Lewis*
Mona Z. Hanna
Marc R. Jacobs
Melinda Lewis
Attorneys for Defendants

Dated: September 10, 2025

Law Office Of Thomas D. Rutledge

By:*/s/Thomas D. Rutledge*
Thomas D. Rutledge
Attorneys for the Plaintiffs

CERTIFICATION OF AUTHORIZATION

As god is my witness, I hereby certify that the contents of this document are acceptable to Melinda Lewis, Esq., counsel for Defendants, and that the foregoing counsel has authorized the affixation of electronic signatures to this document.

Dated: September 10, 2025

Law Office of
Thomas D. Rutledge

By: */s/Thomas D. Rutledge*
Thomas D. Rutledge
Attorneys for the Plaintiffs

Exhibit 2

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Exhibit 3

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Sharp/Mize v. Shiftsmart Inc., et al.
San Diego County Superior Court Case No. 37-2023-00021163-CU-OE-CTL

Crenshaw, et al. v. Shiftsmart Inc., et al.
San Diego County Superior Court Case No. 37-2024-00019026-CU-OE-CTL

Moore, et al. v. Shiftsmart Inc., et al.
San Diego County Superior Court Case No. 25CU019054C

Moore v. Circle K Stores Inc.
San Diego County Superior Court Case No. 25CU003569N

Podnizhnyy, et al. v. Circle K Stores Inc.
SDSC Case No.: 25CU015722C

Podnizhnyy v. Shiftsmart Inc.
San Diego County Superior Court Case No. 24CL031407N

THIS IS A COURT-AUTHORIZED NOTICE.
IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To:	**All persons who provided services and/or performed tasks during at least one partial or complete shift via Defendant Shiftsmart, Inc.'s Application in the State of California at any time from March 20, 2021 to [DATE], including but not limited to, providing services and/or performing tasks for Defendant Shiftsmart's Customers ("Class Members").**

PLEASE READ THIS NOTICE CAREFULLY
THIS MAY AFFECT YOUR LEGAL RIGHTS

The purpose of this Notice ("Notice") is to inform you of the proposed Class and PAGA settlement ("Settlement") in the above-entitled consolidated class action ("Action") and your rights under it. You have received this Notice because Shiftsmart, Inc.'s ("Defendant") records indicate that you are a Class Member and/or

PAGA Member and are included in the Settlement described in this Notice. A "Class Member" includes all persons who provided services and/or performed tasks during at least one partial or complete shift via the Defendant's Application[1] in California during the Settlement Class Period, including but not limited to, providing services and/or performing tasks for Defendant's Customers[2]. A "PAGA Member" includes all persons who provided services and/or performed tasks during at least one partial or complete shift via the Defendant's Application in California during the PAGA Period, including but not limited to, providing services and/or performing tasks for Defendant's Customers. The PAGA Period means the period from May 15, 2022 through [DATE], including but not limited to, providing services and/or performing tasks for Defendant's Customers.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or choose not to act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant and Defendant's Customers, all of their past, present and future officers, directors, shareholders, partners, customers, affiliates, managers, employees, agents, attorneys, trustees, investors, principals, heirs, representatives, accountants, auditors, consultants, insurers, reinsurers, and assigns, all of their past, present and future parent, and subsidiary entities successors and predecessors in interest and assigns, subsidiaries, corporations, divisions, affiliates, parents and attorneys, if any, and all past, present and future officers, directors, shareholders, partners, managers, employees, agents, and assigns of such parent and subsidiary successors and

[1] Defendant's Application is the mobile and/or web-based software platform developed, owned, operated, or controlled by Defendant, through which individuals select, schedule, and are paid for tasks or shifts performed on behalf of Defendant or Defendant's Customers, and includes any version or iteration of Defendant's Application during the Settlement Class Period.

[2] Defendant's Customers include Defendant's clients who utilize or did utilize Defendant's services in California during the PAGA Period and/or Settlement Period, including but not limited to the entities identified in Addendum A attached hereto, and all of their past, present and future officers, directors, shareholders, partners, customers, affiliates, managers, employees, agents, attorneys, trustees, investors, principals, heirs, representatives, accountants, auditors, consultants, insurers, reinsurers, and assigns, all of their past, present and future successors and predecessors in interest and assigns, subsidiaries, corporations, divisions, affiliates, parents and attorneys, if any, and all past, present and future officers, directors, shareholders, partners, managers, employees, agents, and assigns of such successors and predecessors in interest and assigns, subsidiaries, corporations, divisions, affiliates, parents and attorneys, if any.

predecessors in interest and assigns, subsidiaries, corporations, divisions, affiliates, parents and attorneys, if any ("Released Parties").

It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class and PAGA Members will not release any claims against Defendant and/or Released Parties.

THE FOLLOWING RECITATIONS DO NOT CONSTITUTE THE FINDINGS OF THE COURT NOR SHOULD THEY BE UNDERSTOOD TO BE AN EXPRESSION OF THE COURT'S VIEWS ON THE MERITS OF ANY CLAIM OR DEFENSE RAISED BY THE PARTIES.

BASIC INFORMATION

1. What is this settlement about?

On May 15, 2023, Plaintiff Colleen Sharp filed a nonindividual and Private Attorney General Act (PAGA) complaint in the Superior Court of California for the County of San Diego entitled *Sharp, et al. v. Shiftsmart Inc., et al.,* which case was assigned Case Number 37-2023-00021163-CU-OE-CTL. On July 24, 2023, the complaint was amended adding Plaintiff Barbara M. Mize as a named Plaintiff, an action that asserts claims against Shiftsmart and Aakashdeep Kumar on behalf of Plaintiffs Sharp, Mize, and other current and former employees (hereinafter, the "*Sharp/Mize* Complaint"). On October 6, 2023, the complaint was amended, adding individual claims via the PAGA. These claims include (a) failure to pay state minimum/regular/local wages; (b) failure to pay state overtime wages; (c) failure to make payments within the required time; (d) meal and rest break labor code violations; (e) failure to provide accurate wage statements; (f) failure to provide accurate wage statements; (g) failure to maintain records; (h) failure to reimburse work-related expenses; (i) failure to properly pay sick pay; (j) misclassification; (k) failure to maintain workers' compensation; and (l) violations of various miscellaneous provisions of the Labor Code via the PAGA.

On April 23, 2024, Plaintiffs Tracy Lynn Crenshaw and Caitlyn Crenshaw filed a nonindividual only representative action complaint pursuant to the PAGA in the Superior Court of California for the County of San Diego entitled *Crenshaw, et al. v. Shiftsmart Inc., et al.,* which case was assigned Case Number 37-2024-00019026-

CU-OE-CTL (the "*Crenshaw* Complaint"). The *Crenshaw* Complaint asserts similar claims as the *Sharp/Mize* Complaint against Defendants Shiftsmart Inc., Aakashdeep Kumar, and Circle K Stores Inc.

On December 31, 2024, Plaintiff Angela Podnizhnyy filed a complaint in the Superior Court of California for the County of San Diego entitled *Podnizhnyy v. Shiftsmart Inc.*, Case No. 24CL031407N (the "*Podnizhnyy* Complaint"). The Podnizhnyy Complaint asserted individual claims under the Labor Code.

On January 17, 2025, Plaintiff Shontelle Moore filed a complaint in the Superior Court of California for the County of San Diego entitled *Moore v. Circle K Stores Inc.*, Case No. 25CU003569N asserting individual claims under the labor code.

On March 19, 2025, Plaintiffs Angela Podnizhnyy, Vernell Price, and Leanna Neggesmith filed a class action complaint in the Superior Court of California for the County of San Diego entitled *Podnizhnyy, et al. v. Circle K Stores Inc.,* which was assigned Case Number 25CU015722C (the "*Podnizhnyy* Complaint"). The *Podnizhnyy* Complaint asserts similar claims as the *Sharp/Mize* Complaint only against Defendant Circle K Stores Inc., except the claims are alleged as class claims, not PAGA claims.

On April 11, 2025, Plaintiffs Shontelle Moore and Demitrius Market-Conley filed a nonindividual and PAGA complaint in the Superior Court of California for the County of San Diego entitled *Moore, et al. v. Shiftsmart Inc., et al.,* which case was assigned Case Number 25CU019054C (the "*Moore* Complaint"). The *Moore* Complaint asserts similar claims as the *Sharp/Mize* Complaint against Defendants Shiftsmart Inc., Aakashdeep Kumar, Richard Zicchino, Walmart, Inc., United Pacific Industries Inc., and Frito Lay, Inc.

The above lawsuits are collectively referred to herein as the "Actions." Colleen Sharp, Barbara M. Mize, Tracy Lynn Crenshaw, Shontelle Moore, and Angela Podnizhnyy individually and in their capacity as Class Representatives and quasi representatives of state government of California under the PAGA are collectively referred to herein as "Plaintiffs".

In a consolidated complaint filed in the *Sharp/Mize* case under Case Number 37-2023-00021163-CU-OE-CTL, Plaintiffs claim that the Defendant and/or Released Parties violated various sections of the California Labor Code and California Business and Professions Code. Plaintiffs specifically allege class and PAGA claims that Defendant and/or Released Parties (a) failed to pay minimum/regular wages; (b) failed to pay overtime wages; (c) failed to make payments within the required time; (d) committed meal and rest break violations; (e) failed to provide accurate wage statements; (f) failed to provide accurate wage statements; (g) failed to maintain records; (h) failed to provide and maintain accurate payroll records; (i) failed to reimburse business expenses; (j) failed to properly pay sick pay; (k) misclassified workers are independent contractors; (l) failed to maintain workers' compensation; (m) committed various violations of miscellaneous provisions of the Labor Code via the PAGA; and (n) violated the California Business and Professions Code. Plaintiffs claim that Class Members have the right to recover monetary damages, penalties, and restitution based on these violations. Plaintiffs also seek to recover civil penalties on behalf of aggrieved employees and the State of California based on these violations pursuant to the California Private Attorneys General Act ("PAGA"). ***Defendant and Released Parties strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.*** The Court has not made a ruling on the merits of the Actions.

The proposed Settlement has two main parts: (1) a Class and PAGA Settlement requiring Defendant to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Plaintiffs), sue on behalf of people who appear to have similar claims (in this case, persons who provided services and/or performed tasks during at least one partial or complete shift via Defendant's Application in the State of California at any time from March 20, 2021 to [DATE], including but not limited to, providing services and/or performing tasks for Defendant's Customers). All these people are referred to here as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Superior Court of California for the County of San Diego ("Court") is in charge of these Actions.

3. Why is there a settlement?

Plaintiffs, Defendant, and their respective counsel have determined that it is in their mutual best interest to settle this Action due to the uncertainties of trial, benefits of settlement, associated costs of continued litigation, likely appeals, and inconvenience and interference with personal matters and business operations. The

Court has not decided in favor of the Plaintiffs or Defendant. After a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement through a neutral, third-party mediator, which is memorialized in the Settlement.

On [DATE], the Court granted preliminary approval of the proposed Settlement and this Notice, appointed Plaintiffs as the Class Representatives, and appointed their attorney, Thomas Rutledge, Esquire of The Law Office of Thomas D. Rutledge, as counsel for the Class ("Class Counsel"). The Court has not yet decided whether to grant final approval of the Settlement. The Class Representatives and Class Counsel believe the Settlement is fair and reasonable in light of the strength and weaknesses of the Class's claims and other factors.

4. Why did I get this Notice?

Defendant's records indicate that you provided services and/or performed tasks during at least one partial or complete shift via Defendant's Application in the State of California at any time during the Settlement Class Period from March 20, 2021, through [DATE], including but not limited to, providing services and/or performing tasks for Defendant's Customers.

The Court preliminarily approved the Settlement on behalf of the Class. The Court has not entered judgment and has not determined that there is any merit to Plaintiffs' claims or that Defendant and/or Released Parties engaged in any wrongdoing alleged in this action. The Court must still decide whether to grant final approval of the Settlement. If the Court grants final approval of the Settlement, and after any objections and appeals are resolved, the administrator appointed by the Court will make the payments approved by the Court.

Because the Settlement will affect your legal rights, the Court ordered that this Notice be sent to you. This Notice will provide you with a brief description of the Action; inform you of the terms of the Settlement; and advise you of your legal rights. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are part of the Settlement, and a Class Member, if you provided services and/or performed tasks during at least one partial or complete shift via Defendant's Application in the State of California at any time from March 20, 2021, through [DATE], including but not limited to, providing services and/or performing tasks for Defendant's Customers.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the Settlement provide?

The Settlement provides that Defendant will pay a maximum of $4,172,900 ("Gross Settlement Fund") to resolve this Action. The Gross Settlement Amount includes, without limitation, Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA.
The "Net Settlement Fund" is the portion of the Gross Settlement Fund that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Fund is the Gross Settlement Fund less the following amounts (which are subject to Court approval):

A. **Attorneys' Fees to Class Counsel** will be paid as awarded by the Court. Class Counsel will apply to the Court for a total award of attorneys' fees of not to exceed one-third (1/3) of the Gross Settlement Fund or $1,390,967. The Court will determine the actual amounts awarded. To date, Class Counsel has worked and incurred expenses on the Action without payment.

B. **Litigation Costs/Expenses to Class Counsel** not to exceed $40,000;

C. **Enhancement Payments to the Class Representatives** will be paid an as awarded by the Court. Class Counsel will apply to the Court for an enhancement payment not to exceed an amount of $10,000 for each Class Representative, for a total of $10,000, for their services as Class Representatives in pursuing this Action. The Court will determine the actual amount awarded to Plaintiffs. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Settlement Payment and any Individual PAGA Payment;

D. **Full Release Payments to the Class Representatives** in an amount of $10,000 each, for a total of $10,000, in exchange for Civil Code § 1542 releases;

E. **Settlement Administration Expenses** which are other fees and/or expenses (other than attorneys' fees and expenses) incurred in implementing the terms and conditions of the Settlement and securing a judgment. The Settlement Administration Expenses are currently estimated not to exceed $20,000; and

F. **PAGA Payment** in the amount of $100,000 for the settlement of claims arising under the PAGA. Seventy-five percent (75%) of this amount, or $75,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%), or $25,000.00, will be distributed to all PAGA Members, including but not limited to, providing services and/or performing tasks for Defendant's Customers, for the release of their claims arising under the PAGA.

At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the above deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing. Because the attorneys' fees and litigation costs come out of the Gross Settlement Amount, if the Court awards a lesser amount to either of these, that will increase the Net Settlement Amount and thus would increase each Participating Class Member's Individual Settlement Payment accordingly. This applies to the Enhancement Payment, Settlement Administration Costs, and PAGA Penalties as well.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

7. How will my share be calculated?

The amount you are eligible to receive from the Settlement, your "Individual Settlement Payment," will be determined on a *pro rata* basis, based on the number of Workweeks you worked in California as a person who provided services and/or performed tasks during at least one partial or complete shift via Defendant's Application during the Settlement Class Period from March 20, 2021 to [DATE], including but not limited to, providing services and/or performing tasks for Defendant's Customers. Your Individual Settlement Payment includes both your estimated share of the Net Settlement Fund and, if eligible, your *pro rata* share of the PAGA Payment ("Individual PAGA Payment").

The Individual Settlement Payment will be apportioned as 10% wages, 45% as penalties, and 45% as interest. PAGA Payments to PAGA Members will be classified as 100% penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid by Defendant separately from and in addition to the Gross Settlement Fund. The penalties and interest portions of your Individual Settlement Payment will not be subject to any withholdings and will be reported on an IRS Form 1099. The PAGA Penalties will be allocated between the LWDA and the PAGA Members as set forth above. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. **You are solely responsible for paying all taxes** (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

According to Defendant's payroll records, you worked XXX Workweeks during the Class Period. Your estimated Individual Settlement Payment is $XXX.XX. The amount of the payment may change depending on the number of timely and valid Requests for Exclusions submitted in the Settlement, if any.

According to Defendant's payroll records, you worked XXX Workweeks during the PAGA Period. Your Individual PAGA Payment is $XXX.XX.

This amount was determined based on Defendant's record of the total number of Workweeks[3] you performed from March 20, 2021 to [DATE], and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of Workweeks you performed during the Class Period or during the PAGA Period, you

[3] "Workweeks" - means any seven (7) consecutive calendar day period during which you provided services and/or performed any compensable tasks via Defendant's Application and/or for Defendant's Customers, regardless of the number of hours worked during that period. For purposes of this Settlement, you shall be credited with one Workweek for each such week in which you performed at least one compensable task, assignment, or job while classified as a non-employee (e.g., independent contractor, freelancer, or gig worker) during the Settlement Class Period.

must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Court shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement, if the Parties cannot reach an agreement. The Settlement Administrator's contact information is listed below:

Phoenix Settlement Administrators
1411 N. Batavia Street, Suite 105
Orange, CA 92867
www.phoenixclassaction.com
Ofc. Tel: 800-523-5773/888-613-5553/800-784-2174
Email: info@phoenixclassaction.com

To challenge the number of workweeks and/or pay periods credited to you, you must submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. The Administrator's contact information is provided above.

You need to support your challenge by sending copies of payment or other records. The Administrator will accept Defendant's calculation of workweeks and/or pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek and/or pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

Note, this is your *estimated* Settlement payment and may be adjusted based upon the Court's final order and/or adjustments to Class Members' Workweeks from this process. If the Court awards a lesser amount for attorneys' fees and litigation costs, Enhancement Payment, and/or Settlement Administration Costs, that will increase the Net Settlement Amount.

You do not need to submit or do anything in order to receive your Settlement payments.

This Notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please contact the Administrator (see above) or class counsel (Section 12, below), or consult the Superior Court website by going to (https://odyroa.sdcourt.ca.gov) and entering the Case Number for the Action, 37-2023-00021163-CU-OE-CTL.

Class Counsel's deadline to file their Motion for approval of attorneys' fees and litigation costs, Enhancement Payments, and Settlement Administration Costs is DATE.

HOW TO GET A PAYMENT FROM THE SETTLEMENT

8. How can I get a payment?

Participating Class Members. You do not have to do anything to qualify for a payment of your portion of the Settlement. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible.

9. When can I get a payment?

The Court will hold the Final Approval Hearing on or about ___________, at TIME in Department C-66 of the Superior Court of California for the County of San Diego, Hall of Justice, located at 330 West Broadway, San Diego, CA 92101 to decide whether to approve the Settlement.

Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than sixty (60) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

Approximately two months after the Final Approval Hearing, the Administrator will distribute to each Settlement Class Member their Individual Settlement Payment.

This time estimate may change depending on whether there are objectors, whether there are any appeals, or other potential delays.

The front of every check issued for Individual Settlement Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money. The failure by a Class Member to claim or deposit any check issued by the Administrator shall have no effect on that Class Member's release of all Released Claims below.

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

10. What am I giving up if I do not request to be excluded from the Settlement?

If the Court grants final approval, you will be bound by the terms of the Settlement, including the Released Claims described below. That means that you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you. Upon Defendant's funding of the Gross Settlement Fund and separately paying the employer-side payroll taxes, in exchange for the consideration set forth by the Settlement, you shall be deemed to have fully, finally, and forever released Defendant and/or Released Parties from all claims, rights, demands, liabilities and causes of action that were sought in this Action ("Released Claims"). Class Members who do not submit a timely, valid Request for Exclusion will release the Released Parties from the Released Class Claims that arose during the "Settlement Class Period." This release is limited to periods of time that Class Members were members of the Class during the Class Period.

The "Released Class Claims" include all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the Actions arising during the Class Period, including factual claims regarding Defendant and/or Released Parties alleged: (a) all claims for unpaid minimum, regular, and/or local wages; (b) all claims for unpaid overtime; (c) all claims for meal and rest break violations; (d) all claims for the failure to reimburse for necessary business expenses; (e) all claims for the failure to timely pay wages upon termination; (f) all claims for wage statement violations; (g) all claims for the failure to properly pay sick pay; (h) all claims for employee misclassification; (i) all claims for failure to maintain workers' compensation insurance; (j) all claims for failure to provide and maintain records; (k) all claims for violations of the Investigative Consumer Reporting Agencies Act; (l) failure to make payments within required time; and (m) all claims asserted through California Business & Professions Code §§ 17200, et seq.

The "Settlement Class Period", for the Released Class Claims is from March 20, 2021 to the [DATE].

Additionally, all Class Members shall release the Released Claims via the PAGA that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under the PAGA.

The "Released PAGA Claims" include all claims for civil penalties under the California Labor Code via the PAGA that could have been premised on the facts alleged both in the PAGA Notice provided to the LWDA and in the Consolidated Complaint in the Actions during the PAGA Period.

The "PAGA Period" to which the release of the Released PAGA Claims pertains is from May 15, 2022 to [DATE].

Also, after the Court's judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all PAGA Members will be barred from asserting PAGA claims released in the settlement against Defendant and/or Released Parties, regardless of whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant and/or Release Parties or its related entities based on the facts alleged in the Action and resolved by this Settlement. All PAGA Members will be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from means all claims for civil penalties under California Labor Code §§ 2698, et seq., that were brought or could reasonably have been brought based on the facts alleged in Plaintiffs' LWDA letter during the PAGA Period, or as were alleged in Plaintiff's operative First Amended Complaint.

11. What is Defendant's position?

Defendant denies Plaintiffs' and the Settlement Class's Claims against Defendant and Released Parties and believe that they have no liability to the Class under the claims asserted in the Action. Moreover, Defendant expressly denies that any Plaintiff, Settlement Class Member, or PAGA Member is or was an "employee" of Defendant or any of the Released Parties. Nonetheless, this Settlement is entered into solely for the purpose of compromising disputed claims. Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendant and Released Parties or an admission by Plaintiffs that any of his claims lacked merit or any defense asserted by Defendant and/or Released Parties had merit.

Attorneys for Defendant include**:**

Mona Z. Hanna, Esq.
Marc Jacobs, Esq.
MICHELMAN & ROBINSON, LLP
17901 Von Karman Avenue, Suite 1000
Irvine, CA 92614
Telephone: (714) 557-7990
mhanna@mrllp.com
mjacobs@mrllp.com

12. How can I not participate in the Settlement?

Class Members may opt-out of the Settlement. To exclude yourself from the release of Released Class Claims you must submit a written Request for Exclusion form attached hereto as **Exhibit 1**. You must fill out the form and include your full name, address, e-mail address or telephone number, and the last four (4) digits of your Social Security Number. Your Request for Exclusion must be signed.

The written Request for Exclusion must be e-mailed or mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. <u>You cannot exclude yourself by phone</u>.

Phoenix Settlement Administrators
1411 N. Batavia Street, Suite 105
Orange, CA 92867
Tel: 800-523-5773/888-613-5553/800-784-2174
Email: info@phoenixclassaction.com

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Fund (*i.e.,* Individual Settlement Payment) and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims. You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant and/or the Released Parties, regarding the Released Class Claims. However, if eligible, you will still receive a payment in an amount equal to your *pro rata* share of the PAGA Payment (*i.e.,* Individual PAGA Payment) because the Request for Exclusion does not apply to this claim.

No opt-out request may be made on behalf of a group of members of the Class. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. By submitting such an Opt-Out Request, a Class Member shall be deemed to have exercised his or her option to opt out of the class action lawsuit. Any Class Member who timely and validly opts-out will receive no settlement payment and will not be bound by the terms of the Settlement Agreement and will not have any right to object, appeal, or comment thereon. Members of the Class who fail to submit a valid and timely opt-out shall be bound by all terms of the Settlement and the Final Order and Final Judgment entered in this Action, regardless of whether they otherwise have opted out of the settlement.

13. If I don't exclude myself, can I sue Defendant and/or Released Parties for the same thing later?

No. Unless you submit a Request for Exclusion, you give up the right to sue Defendant and/or Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

14. If I exclude myself, can I get money from this Settlement?

No, except if you provide services and/or performed tasks during at least one partial or complete shift via Defendant's Application in California from May 15, 2022 to [DATE], including but not limited to, providing services and/or performing tasks for

Defendant's Customers, in which case you will still receive your PAGA settlement proceeds for claims that arise under the PAGA. But if you submit a timely and valid Request for Exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

You do not need to hire your own attorney for this Settlement. The Court has approved Thomas Rutledge, Esquire of the Law Office of Thomas D. Rutledge as Class Counsel. The firm's contact information is:

Thomas D. Rutledge
Attorney-at-Law
16956 Via De Santa Fe, Suite 1847
Rancho Santa Fe, California 92091
Telephone: (619) 886-7224
thomasrutledgelaw@gmail.com

However, you may hire your own attorney at your own expense if you choose to do so. If you hire an attorney, your attorney must file a Notice of Appearance with the above-entitled Court. You will be responsible for any attorneys' fees and costs charged by your own attorney.

Class Counsel will ask the Court for attorneys' fees of up to one-third of the Gross Settlement Fund and reimbursement of litigation cost/expenses of up to $40,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I don't like the Settlement?

If you are a Class Member, you can object to the Class Settlement and you can give reasons for why you think the Court should not approve it. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 12 of this Notice) will send you copies of these documents at no cost to you.

You can ask the Court to deny approval by filing an objection. You may object to the request for attorneys' fees, litigation costs, Enhancement Payment, and Settlement Administration Costs, in whole or part. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. The Court can award a lower amount for attorneys' fees, litigation costs, Enhancement Payment, and Settlement Administration Costs, and still approve the settlement.
To object, you must e-mail or mail your written objection to the Settlement Administrator no later than [DATE]. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. Your written objection must include the case name and number (*Sharp/Mize v. Shiftsmart Inc., et al. San Diego County Superior Court Case No. 37-2023-00021163-CU-OE-CTL*), your full name, address, e-mail or telephone number, the last four (4) digits of your social security number or employee ID number, approximate dates of work performed for Defendant and Defendant's Customers, and the state what you object to, why you object, and any facts that support your objection. All objections must be signed by the objecting Settlement Class Member or the Settlement Class Member's legally authorized representative and postmarked on or before [DATE].

Alternatively, you may also come to the Final Approval Hearing in person or through your attorney on [DATE] at [TIME] in Department C-66 of the Superior Court of California for the County of San Diego, Hall of Justice, located at 330 West Broadway, San Diego, CA 92101 and make an objection at that time, regardless of whether you submitted a written objection.

At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. The Court may reschedule the Final Approval Hearing at its discretion. As such, you may choose to verify the Hearing date on the Court's website beforehand or via Class Counsel.

You do not have to attend the hearing, but you may do so at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you served your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

If you object to the Settlement, you will still remain a Participating Class Member of the Settlement Class, and if the Court approves the Settlement, you will be bound by all the terms of the Settlement including the applicable released claims (outlined above in Section 10 of this notice) against the Releasees.

Do not file an objection if you only dispute the accuracy of your workweeks identified above. The procedure for disputing that information is set forth above.

If the Court approves the Settlement despite any objections, you will receive your payments and will be bound by the terms of the Settlement (including the released claims described in Section 10 above).

All objections will be scanned into the electronic case docket and the parties will receive electronic notices of filings. The notice should make clear that the court can only approve or deny the settlement and cannot change the terms of the settlement. The notice should clearly advise class members of the deadline for submission of any objections.

Do not submit both an objection and opt-out request. If you submit both, the request for exclusion will be controlling, and you will be excluded from the Settlement Class. If you object, you will remain in the Class and you will not be able to exclude yourself later regardless of how the Court rules on the objection.

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend. The Court will hold the Final Approval Hearing at [DATE/TIME], in Department C-66 of the Superior Court of California for the County of San Diego, Hall of Justice, located at 330 West Broadway, San Diego, CA 92101.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

19. Do I have to come to the hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend either virtually or in-person. You may also retain your own lawyer at your expense to attend on your behalf.

The Final Approval Hearing may be postponed without further notice to Settlement Class Members. Any changes to the date, time, or location of the Final Approval Hearing will be posted on the Superior Court of California for the County of San Diego's website at https://odyroa.sdcourt.ca.gov.

20. How will I learn if the Settlement was approved?

A notice of final judgment will be posted on the Superior Court of California for the County of San Diego's website located at https://odyroa.sdcourt.ca.gov.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing and the Court grants final approval of the Settlement, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and/or Released Parties based on the Released Class Claims, ever again. Your Individual Settlement Payment and Individual PAGA Payment, if applicable, will be mailed to you and will remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, your proceeds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there via https://www.sco.ca.gov/upd_msg.html.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Superior Court of California for the County of San Diego's website located at https://odyroa.sdcourt.ca.gov or by contacting the Settlement Administrator or Class Counsel. Settlement Administrator's contact information is set forth below:

Settlement Administrator
Phoenix Settlement Administrators
1411 N. Batavia Street, Suite 105
Orange, CA 92867
www.phoenixclassaction.com
Tel: 800-523-5773/888-613-5553/800-784-2174
Email: info@phoenixclassaction.com

WHAT IF MY CONTACT INFORMATION CHANGES?

23. What if my contact information changes?

As a Settlement Class Member, it is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

24. Important Deadlines

The deadline to submit any of the following is __________:

- Challenge (along with documentation) the workweeks you worked as a Class Member or the number of pay periods you were a PAGA Member;
- Opt Out of the Settlement; or
- Notice of Objection to Settlement.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE SUPERIOR COURT CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

ADDENDUM A

- Airspace Technologies, Inc.
- Applause App Quality, Inc. (Facebook)
- Apro, LLC d/b/a United Pacific
- AU Energy, LLC
- Banzai International, Inc.
- C19 Safety First, Inc.
- Chevron Stations, Inc.
- Circle K Stores Inc.
- Culmen International, LLC
- Deloitte Consulting, LLP (Chic-fil-A)
- Dynata, LLC
- EG Retail (America), LLC
- Eventus Solutions Group, LLC (Solutran)
- Frito-Lay, Inc.
- GPM Investments, LLC
- Google LLC
- Gregory N. Parker, Inc.
- IRB Holding Corp.
- K&G Petroleum, LLC
- Kasa Living, Inc.
- Liveops Agent Services, LLC
- MTX Group, Inc.
- Opinion Services LLC
- Party City Holdings, Inc.
- PepsiCo, Inc.
- Quik Stop Markets, Inc.
- Retail Services & Systems, Inc.
- Rolling Frito-Lay Sales, L.P.
- Sam's West, Inc.
- Signia LTD
- SpeedList, LLC
- Starbucks Coffee Company
- Swift Health Systems, Inc.
- Top Golf USA, Inc.
- Two Farms, Inc.
- United HealthCare Services, Inc.
- Vintners Distributors, Inc.

- Wal-Mart Associates, Inc.
- Walmart Inc.
- Wallis Companies
- West Coast Convenience, LLC
- Worldwide Express, LLC
- Zeus Living, Inc.

<u>EXHIBIT 1</u>

Sharp/Mize v. Shiftsmart Inc., et al.
San Diego County Superior Court Case No. 37-2023-00021163-CU-OE-CTL
REQUEST FOR EXCLUSION FROM SETTLEMENT

<u>Return this form ONLY if</u> you <u>do not</u> wish to participate in this Action and do not wish to receive the settlement payment described in the accompanying Notice of Class Action Settlement.

As a Class Member, I understand that I have the option to elect to request exclusion from—or "opt out" of—the Settlement Class, as described in the accompanying Notice. I understand that by electing to request exclusion from the foregoing case, I will not receive any portion of the Settlement which I would otherwise have been entitled to receive pursuant to the Settlement. I also understand that by exercising this option, I will remain free to prosecute my own claims, if any, against Defendant and/or Released Parties subject to applicable statute of limitations and other applicable restrictions (in which case, if I desire representation by an attorney, I will need to hire or otherwise retain an attorney for that purpose at my own expense).

With full understanding of the foregoing, I wish to exclude myself from this the Settlement and the Judgment.

Name (First, Middle, Last):

____

Former Names (if any):

____

Home Street Address:

____

City, State, Zip Code:

____

Telephone Number(s): Home: _______________Work: ____________________
Email:______________________________________
Last 4 digits of Social Security Number: XXX-XX- ___ ___ ___ ___ **[Required]**

Dated: __________________

____
Signature **[Required]**

<u>RETURN THIS FORM VIA U.S. FIRST CLASS MAIL OR EMAIL TO:</u>

Sharp/Mize v. Shiftsmart Inc., et al.
Class Action Settlement Administrator
Phoenix Settlement Administrators
1411 N. Batavia Street, Suite 105
Orange, CA 92867
www.phoenixclassaction.com
Ofc. Tel: 800-523-5773/888-613-5553/800-784-2174
Email: info@phoenixclassaction.com

Thomas D. Rutledge
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091
Telephone: (619) 886-7224

PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

On September 10, 2025, I served the foregoing document(s) described as:

SUPPLEMENTAL DECLARATION OF THOMAS D. RUTLEDGE ISO PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☒ **(BY E-MAIL via E-file)** I am readily familiar with the business practice for collection and processing of correspondence for emailing with the Court authorized third-party vendor. This correspondence was sent via email via this third-party vendor pursuant to the vendor's policies and practices.

☐ (BY OVERNIGHT DELIVERY SERVICE) I served the foregoing document by Federal Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ (BY FACSIMILE) I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

Executed September 10, 2025, at San Diego, California.

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

/s/THOMAS D. RUTLEDGE
THOMAS D. RUTLEDGE

SERVICE LIST

Mona Hanna, Esquire
Michelman & Robinson, LLP
17901 Von Karman Avenue, 10th Floor
Irvine, California 92614
MHanna@mrllp.com

Attorneys for Defendant Shiftsmart, Inc.

Thomas D. Rutledge
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091
Telephone: (619) 886-7224