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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO-CENTRAL DIVISION

COLLEEN SHARP, BARBARA MIZE,	)	Case No.: 37-2023-00021163-CU-OE-
ANGELA PODNIZHNY,	)	CTL
SHONTELLE MOORE, and TRACY	)	
LYNN CRENSHAW, individuals in their	)	Judge: Hon. Wendy M. Behan
capacities as the State of California's	)	Dept.: C-66
designated proxies under the Private	)	
Attorneys General Act and on behalf of	)	[PROPOSED] ORDER
others,	)	
	)	
Plaintiffs,	)	
vs.	)	
	)	
SHIFTSMART INC., a Delaware	)	
corporation; and DOES 1 through 10	)	
inclusive	)	
	)	
Defendants.	)	
	)	
	)	
	)	

1 **ORDER GRANTING PRELIMINARY APPROVAL OF**
2 **CLASS ACTION AND PAGA SETTLEMENT**

3 This matter came before the Court on August 22, 2025, at 10:15 a.m., in
4 Department 66 of the above-captioned court, for hearing on Plaintiffs' Motion for
5 Preliminary Approval of Class Action and PAGA Settlement (the "Motion"), a copy
6 of which is attached hereto as **Exhibit 1** and incorporated herein by reference.

7 The parties appeared through their respective counsel. The Motion was
8 uncontested.

9 Having fully reviewed the Motion, the supporting papers, the Class Action and
10 PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"), and the
11 Notice of Proposed Class Action and PAGA Settlement ("Class Notice"), and in
12 accordance with the Court's responsibility to make a preliminary determination as to
13 the reasonableness of the proposed settlement, to ensure proper notice is provided to
14 Class Members and PAGA Members consistent with due process, and to schedule a
15 final approval hearing, the Court **HEREBY MAKES THE FOLLOWING**
16 **FINDINGS AND ORDERS:**

17 The Court finds on a preliminary basis that the settlement amount is fair and
18 reasonable when balanced against the likely outcome of continued litigation regarding
19 class certification, liability, damages, and potential appeals. The Court further finds
20 that the parties conducted sufficient investigation, research, and litigation to
21 reasonably evaluate their respective positions, and that the Settlement was reached
22 through intensive, serious, and non-collusive negotiations.

23 Accordingly, good cause appearing, the Court **GRANTS** the Motion for
24 Preliminary Approval of the Class and PAGA Settlement.

25 **THE COURT FURTHER FINDS AND ORDERS AS FOLLOWS:**

26 1. The Court finds that the Settlement Agreement is within the range of
27 reasonableness of a settlement that could ultimately be given final approval by this
28 Court.

1 2. The Court notes that Defendant and the Released Parties¹ vigorously
2 deny and continue to deny generally each and all the claims and contentions alleged
3 in this action.

4 3. The Court preliminarily finds that the terms of the class-action settlement
5 are fair, just, reasonable, and adequate under § 382 of the California Code of Civil
6 Procedure.

7 4. The Court finds that the elements of numerosity, commonality,
8 typicality, and adequacy have been established to support conditional certification of
9 the Class for settlement purposes only, and the settlement does not have any obvious
10 deficiencies nor does it improperly grant preferential treatment to the Class
11 Representatives or segments of the Class.

12 5. The Court further finds that the settlement is the result of serious,
13 informed, and non-collusive negotiations following substantial investigation,
14 litigation, and both formal and informal discovery.

15 6. Plaintiffs Colleen Sharp, Barbara Mize, Angela Podnizhnyy, Shontelle
16 Moore, and Tracy Lynn Crenshaw are appointed as Class Representatives for
17 settlement purposes.

18 7. Plaintiffs' Counsel, Thomas D. Rutledge, Esq., of the Law Office of
19 Thomas D. Rutledge, is appointed as Class Counsel, counsel for the PAGA Members,
20 and counsel for the State of California as its designated proxy under PAGA.

21 8. The Class is hereby provisionally certified by this Order for settlement
22 purposes only and shall constitute all persons who provided services and/or
23 performed tasks during at least one partial or complete shift via the Shiftsmart
24 Application in California from March 20, 2021, to the date of this Order, including
25 but not limited to, those persons who provided services and/or performed tasks for
26
27

28 ¹ As defined in Section II.24 of the Class Action Settlement Agreement.

1 Defendant's Customers.²

2 9. The Court finds that the PAGA-related terms of the Settlement are fair
3 and reasonable.

4 10. The PAGA Members shall constitute all persons who provided services
5 and/or performed tasks during at least one partial or complete shift via the Shiftsmart
6 Application in California from May 15, 2022, to the date of this Order, including but
7 not limited to, those persons who provided services and/or performed tasks for
8 Defendant's Customers.

9 11. Phoenix Settlement Administrators is approved and appointed as the
10 Settlement Administrator ("Administrator").

11 12. The Court has reviewed and approves the proposed Class Notice
12 (attached as **Exhibit A** to **Exhibit 1**). The Notice adequately informs Class Members
13 and PAGA Members of:

- 14 • The class and PAGA action;
- 15 • The terms of the Settlement and available benefits;
- 16 • The right to object or opt out and related procedures;
- 17 • The conditional certification for settlement purposes;
- 18 • Preliminary approval of the Settlement;
- 19 • Distribution procedures;
- 20 • The date, location, and procedures related to the Final Approval Hearing.

21 13. Accordingly, the Court orders an appropriately modified version of this
22 Notice to be mailed to Settlement Class Members and PAGA Members pursuant to
23 the terms of the Settlement Agreement.

24 14. The Court further orders that any Settlement Class Member who wishes
25 to request exclusion from the Settlement including excluding themselves from any
26 monetary relief and associated releases must send the Administrator, by mail, a

27 _____
28 ² "Defendant's Customers" refers to the defined parties listed in Section II, paragraph 8 of
the Class Action Settlement Agreement.

1 written Request for Exclusion by the Response Deadline. A Request for Exclusion is
2 any written correspondence from a Class Member or his/her representative that
3 reasonably communicates the Class Member's election to be excluded from the
4 Settlement of the class action claims and includes the Class Member's name, address,
5 and email address or telephone number. To be valid, a Request for Exclusion must (a)
6 set forth the name, address, telephone number and last four digits of the Social
7 Security Number of the Class Member requesting exclusion; (b) be signed by the
8 Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that
9 the Class Member does not wish to be included in the Settlement; and (e) be
10 postmarked on or before the Response Deadline. PAGA Members may not exclude
11 themselves from the Settlement of the Released PAGA Claims.

12 15. Every Settlement Class Member who does not submit a timely and valid
13 Request for Exclusion is deemed to be a Settlement Class Member under the
14 Agreement and shall be bound by all terms and conditions of the Settlement.

15 16. Excluded Settlement Class Members who are PAGA Members are
16 deemed to release the PAGA claims identified in the Settlement Agreement during
17 the PAGA Period only and are eligible to receive their respective share of the
18 proceeds payable to the PAGA component of the Settlement.

19 17. The Court orders that only non-excluded Class Members may object to
20 the Settlement.

21 18. The Court orders that excluded Settlement Class Members have no right
22 to object to the Settlement.

23 19. The parties retain the right to respond to any objection raised by
24 Settlement Class Members, including the right to file responsive documents in Court
25 no later than five court days before the Final Approval Hearing, or as otherwise
26 ordered or accepted by the Court.

27 20. The Court finds that Class Counsel timely complied with Labor Code §
28 2699(s)(2) by submitting the Settlement Agreement to the Labor Workforce

1 Development Agency concurrently with Plaintiffs' submission to the Court.

2 21. The Court orders that the parties shall comply with all aspects of the
3 Settlement Agreement.

4 22. Neither the Settlement nor any exhibit, document, or instrument
5 delivered thereunder shall be construed as a concession or admission by Defendant
6 and/or any Released Party in any way that the claims asserted have any merit or that
7 this Action was properly brought as a class or representative action, and shall not be
8 used as evidence of, or used against Defendant as, an admission or indication in any
9 way, including with respect to any claim of any liability, wrongdoing, fault or
10 omission by Defendant or with respect to the truth of any allegation asserted by any
11 person. Whether or not the Settlement is finally approved, neither the Settlement, nor
12 any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
13 any reports or accounts thereof, shall in any event be construed as, offered or admitted
14 in evidence as, received as or deemed to be evidence for any purpose adverse to the
15 Defendant and/or any Released Party, including, but not limited to, evidence of a
16 presumption, concession, indication or admission by Defendant and/or any Released
17 Party of any liability, fault, wrongdoing, omission, concession or damage.

18 23. In the event the Settlement does not become effective in accordance
19 with the terms of the Agreement, or the Settlement is not finally approved, or is
20 terminated, canceled or fails to become effective for any reason, this Order shall be
21 rendered null and void and shall be vacated, and the parties shall revert to their
22 respective positions as of before entering into the Agreement, and expressly reserve
23 their respective rights regarding the prosecution and defense of this Action, including
24 all available defenses and affirmative defenses, and arguments that any claim in the
25 Action could not be certified as a class action and/or managed as a representative
26 action. In such an event, the Court's orders regarding the Settlement, including this
27 Order, shall not be used or referred to in litigation for any purpose. Nothing in this
28 paragraph is intended to alter the terms of the Agreement with respect to the effect of

1 the Agreement if it is not approved.

2 24. The Court will hold a Final Approval Hearing at _____.m. on
3 _____, 2025, in Department 66 of the Superior Court of
4 California, County of San Diego located at 330 West Broadway, San Diego,
5 California 92101, to determine whether the Court should grant final approval of the
6 Settlement as fair, reasonable, and adequate, at which time the Court will also hear all
7 evidence and argument necessary to consider Plaintiffs' requests for Class
8 Representative Enhancement Payments, Class Counsel's attorneys' fees and costs,
9 and the Administrator's fee.

10 25. The Court expressly reserves the right to adjourn or continue the Final
11 Approval Hearing as needed without further notice to the Class.

12 **IT IS SO ORDERED.**

13
14 Dated: _____

15 Hon. Wendy M. Behan
16 Judge of the Superior Court of California
County of San Diego