



**FILED**  
San Francisco County Superior Court

FEB 23 2018

CLERK OF THE COURT  
BY: [Signature]  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

LORETTA GREENE, ERIC HOLT,  
EVERETT SANDERS, AND WILLIAM  
ULITSKY on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

SHIFT OPERATIONS LLC, SHIFT  
TECHNOLOGIES INC., and DOES 1  
through 10 inclusive,

Defendant.

**CASE NO.: CGC 16-552307**

**COMPLEX DESIGNATION**

**ORDER GRANTING UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
AMENDED CLASS ACTION SETTLEMENT,  
CERTIFICATION OF SETTLEMENT CLASS,  
AND APPROVING CLASS  
REPRESENTATIVES, CLASS COUNSEL, AND  
CLASS NOTICE**

The Parties came for hearing on Plaintiffs' Motion for Preliminary Approval of Amended Class Action Settlement, Certification of Settlement, Certification of Settlement Class, And Approval of Class Representatives, Class Counsel, and Class Notice on February 15, 2018 at 10:30 a.m. in the Superior Court California, County of San Francisco, Department 304, the Honorable Curtis E.A. Karnow presiding. The Court having considered the papers submitted in support of the application, **HEREBY ORDERS THE FOLLOWING:**

1. To the extent the terms in this Order are defined in the Joint Stipulation of Amended Settlement (the "Settlement Agreement") submitted to the Court as Exhibit A to the December 22, 2017 Declaration of Attorney Rachel Terp ("Terp Declaration"), such terms shall have the same meanings in this Order as in the Settlement Agreement.
2. For settlement purposes only, the Court grants class certification to the proposed Class,

1 defined as “all individuals who are worked as Car Concierges, Car Enthusiasts, Inside Sales  
2 Representatives, and Operations Specialists, and in similar or related positions for Shift Operations  
3 LLC and / or Shift Technologies Inc. in the State of California from May 31, 2012 through September  
4 9, 2017 who were classified as exempt from overtime and meal and rest break requirements, either as  
5 independent contractors or as employees,” and limited to “the 191 individuals” listed on the attachment  
6 to the Parties’ June 19, 2017 Memorandum of Understanding – submitted to the Court as Exhibit F to  
7 Terp Declaration.

8 3. For settlement purposes only, the Court appoints named Plaintiffs Loretta Greene and  
9 Will Ulitsky as Class Representatives, and appoints Bryan Schwartz and Rachel Terp of Bryan  
10 Schwartz Law as Class Counsel. The Court finds that counsel is experienced in representing plaintiffs  
11 in such matters. The Court preliminarily finds that the named Plaintiffs satisfy the typicality and  
12 adequacy requirements.

13 4. The Court grants preliminary approval of the Settlement based upon the terms set forth  
14 in the Settlement Agreement and the preliminary approval motion, the Terp Declaration in support of  
15 the agreement, the supplemental filings, and all of the briefing and information submitted in this case to  
16 date. The proposed settlement falls within the range of possible final approval, such that sending notice  
17 to the class of the settlement’s terms and holding a final fairness hearing are worthwhile.

18 5. A final fairness hearing on whether the proposed Settlement, the attorneys’ fees to Class  
19 Counsel, the Class Representative’s enhancement payment, and the *cy pres* recipient should be  
20 approved as fair, reasonable, and adequate as to the members of the Settlement Class will be held on  
21 June 19, 2018 at 9:00 a.m. in the Courtroom of the Honorable Curtis E.A. Karnow, Department 304, in  
22 the Superior Court of California, County of San Francisco.

23 6. The Court approves, as to form and content, the Notice of Class Action Settlement  
24 attached as Exhibit A to the Further Declaration of Rachel Terp in Support of Preliminary Approval,  
25 submitted on February 16, 2018. A copy of the approved notice is also attached to this order as Exhibit  
26 A. The Court approves the procedure for Class Members to participate in, object to, and opt-out of the  
27 Settlement as set forth in the Notice.

28 7. The Court directs the mailing of the Notice in accordance with the Settlement  
Agreement and implementation schedule set forth below. The Court finds that the dates selected for the

1 mailing and distribution of the Notice meet the requirements of due process, provide the best notice  
2 practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled  
3 to notice of the proposed settlement.

4 8. The Court appoints Analytics Consulting LLC ("Analytics") as the Settlement  
5 Administrator, based on the December 22, 2017 Terp Declaration, and the December 19, 2017  
6 Declaration of Richard W. Simmons.

7 9. The Court orders the following implementation schedule for further proceedings:

- 8 a. Deadline for Defendant to provide Class List: March 2, 2018;  
9 b. Deadline to mail and email Notice to Class: March 16, 2018;  
10 c. Deadline for submission of compensable workweek, primary job title, and arbitration  
11 agreement disputes (mailed disputes must be postmarked by this date): May 15,  
12 2018  
13 d. Deadline for submission of Opt-Out Requests (mailed opt-out forms must be  
14 postmarked by this date): May 15, 2018;  
15 e. Deadline for submission of written objections to Claims Administrator: May 15,  
16 2018;  
17 f. Deadline for Class Counsel to file Class Member objections with the Court: May 30,  
18 2018;  
19 g. Deadline to file a response to any written objections: June 8, 2018;  
20 h. Deadline to file Motion for Final Approval: May 25, 2018; and  
21 i. Final Approval Hearing: June 19, 2018. 9:00 a.m.

22  
23 IT IS SO ORDERED

24 Date: February 23, 2018

25   
26 \_\_\_\_\_  
27 CURTIS E.A. KARNOW  
28 JUDGE OF THE SUPERIOR COURT

# EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

LORETTA GREENE, ERIC HOLT,  
EVERETT SANDERS, and WILLIAM  
ULITSKY, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

SHIFT OPERATIONS LLC, SHIFT  
TECHNOLOGIES INC., and DOES 1 through  
10 inclusive,

Defendants.

CASE NO. CGC 16-552307

**COURT AUTHORIZED NOTICE OF  
CLASS ACTION SETTLEMENT**

Original Complaint Filed: May 31, 2016  
Trial Date: None Set

**NOTICE OF CLASS ACTION SETTLEMENT**

The San Francisco County Superior Court authorized this notice.  
This is not a solicitation from a lawyer.

**TO: All individuals who worked as Car Concierges, Car Enthusiasts, Inside Sales Representatives, Operations Specialists, and in similar or related positions for Shift Operations LLC and / or Shift Technologies Inc. in the State of California from May 31, 2012 through September 9, 2017 who were classified as exempt from overtime and meal and rest break requirements, either as independent contractors or as employees.**

Please read this Notice carefully. This Notice is designed to inform you about your rights, options, and deadlines, with respect to the Class Action Settlement in the case *Greene, et al. v. Shift Operations LLC, et al.*

According to company records, you actively worked for the company in California between May 31, 2012 and September 9, 2017, for [XXX] weeks, and [did / did not] sign an arbitration agreement. Company records show that you primarily worked as a [INSERT PRIMARY JOB TITLE].

Your estimated recovery in the Settlement is at least \$[amount] based upon the number of workweeks that you are believed to have worked at Shift, your primary job title, and whether or not you signed an arbitration agreement. If you take no action, you will be mailed a check for at least this amount, if the Settlement receives final Court approval.

You are not being sued. The purpose of this Notice is to inform you that you have been identified as a Class Member affected by a pending Class Action Settlement related to a wage and hour lawsuit brought against Shift Operations LLC and Shift Technologies Inc. Your legal rights will be affected whether you act or do not act. You may be entitled to money from this Settlement. For more information about the precise terms of the Settlement, visit: [www.bryanschwarzlaw.com/ShiftClassAction](http://www.bryanschwarzlaw.com/ShiftClassAction)

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## BASIC INFORMATION

### 1. What is a class action?

A class action is a lawsuit in which the court decides the claims and rights of similarly-situated people (“Class Members”) in a single court proceeding. One or more representative Plaintiffs (“Class Representatives”) file a lawsuit on behalf of all the Class Members.

### 2. What is this class action about?

In 2016, Plaintiffs LORETTA GREENE, ERIC HOLT, EVERETT SANDERS, and WILLIAM ULITSKY (“Plaintiffs”) filed a class action lawsuit against Defendants SHIFT OPERATIONS LLC and SHIFT TECHNOLOGIES INC. (referred to collectively as “Employer”). This class action alleges that Employer misclassified Car Enthusiasts, Car Concierges, Insides Sales Representatives, Operations Specialists, and individuals in similar or related positions as exempt from overtime and meal and rest breaks, either as independent contractors or as employees. The class action further alleges that Employer (1) failed to pay overtime wages; (2) failed to reimburse business expenses; (3) failed to provide and authorize meal and rest periods; (4) failed to provide accurate wage statements; (5) failed to pay all wages upon separation of employment; and (6) engaged in unfair business practices. The lawsuit also seeks penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 *et seq.*, for alleged Labor Code violations, including alleged willful misclassification of certain workers as independent contractors.

Employer denies all of Plaintiffs’ allegations. Specifically, Employer denies that Plaintiffs or the Class Members are owed any additional compensation for meal or rest periods, overtime wages, or for any other time worked. Employer further denies that it failed to provide Plaintiffs or the Class Members with correctly itemized wage statements, or committed any unlawful acts that either violated “PAGA,” or constituted unfair competition, or failed to reimburse business expenses. Employer also denies that it misclassified any worker as an independent contractor. Nonetheless, without admitting any liability and in the interest of resolving this dispute, Employer has agreed to the Settlement.

The Court has not ruled on the merits of Plaintiffs’ claims or Employer’s defenses.

### 3. Why am I receiving this notice?

A proposed Settlement Agreement (the “Settlement”) has been reached between the parties in this class action brought on behalf of 191 persons working in positions designated as Car Enthusiasts, Car Concierges, Insides Sales Representatives, Operations Specialists, and individuals in similar or related positions that Employer classified as independent contractors or exempt employees in California at any time between May 31, 2012 and September 9, 2017.

You have received this Notice because Employer’s records indicated that you worked in one of these positions and were classified as an independent contractor or exempt employee during this time period.

### 4. Why is there a settlement?

After good-faith negotiations with the help of two neutral mediators, the parties agreed to settle this class action. The Settlement represents a compromise regarding disputed claims. The Settlement took into consideration the risks and uncertainties of continued litigation. Based on each side’s

attorneys' experience litigating similar cases, the parties believe that further proceedings in this case, including a trial and probable appeals, would be expensive and drawn out. The parties cannot predict with certainty how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Plaintiffs and Employer, and their respective counsel, have concluded that the Settlement is fair, reasonable, and adequate and is in the best interests of the Class Members.

## THE SETTLEMENT BENEFITS—WHAT YOU GET AND YOUR RIGHTS

### 5. What are the terms of the settlement?

Under the Settlement, Employer will pay a Gross Settlement Amount of \$1,500,000 to settle this class action as to 191 identified Class Members. Each Class Member's individual share of the settlement is based upon his or her number of workweeks worked relative to the total number of workweeks worked by the 191 identified Class Members. As described in section 8, below, a Class Member's workweeks may be discounted depending on his or her primary job title and whether he or she signed and arbitration agreement. Plaintiffs will ask the Court to authorize the following payments from the Gross Settlement Amount: (1) a service payment to each Plaintiff in the amount of \$7,500 to compensate her or him for services and for agreeing to a broader release of claims than other Class Members; (2) Class Counsel's attorneys' fees and costs to compensate them for their services in an amount no greater than \$483,333.33 in fees and up to \$15,000 in costs; (3) the Claims Administrator's fees for administration of the Settlement are estimated to be \$9,000; and (4) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of \$11,250 because of settlement of the PAGA claims. After the deduction of these amounts, if approved by the Court, the remainder ("Net Settlement Amount") will be distributed to the Class Members who do not exclude themselves from the Settlement.

### 6. What are my rights in this settlement?

Plaintiffs, as Class Representatives, and Class Counsel represent your interests as a Class Member. Unless you choose not to participate in the Settlement by timely submitting a valid request for exclusion, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the Claims against the Released Parties as described in section 10 below. You are not responsible as a Class Member for the payment of attorneys' fees or reimbursement of litigation costs unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and costs.

## HOW YOU GET A PAYMENT

### 7. How can I get a payment?

If your mailing address is correct, you do not need to do anything to receive a payment from the Settlement. If the Court approves the Settlement, you will be mailed a Settlement payment unless you effectively exclude yourself from this case by following the process described in section 11 below. It is your responsibility to ensure that the Claims Administrator has your current mailing address so that your checks will be mailed to the appropriate address. To update your mailing address, you may contact the Claims Administrator at the mailing address or phone number listed in section 22 below.



**a. Calculation**

From data provided by Employer, the Claims Administrator, [Administrator name], will calculate each Class Member's Individual Settlement Payment by calculating the number of workweeks each Class Member worked from May 31, 2012 through September 9, 2017. You will receive a proportional share of the Net Settlement Amount based on the number of workweeks you worked during that period of time as compared to the total number of workweeks worked during that period of time by the 191 identified Class Members. Your workweeks will be discounted: (1) if your Primary Job Title was Car Concierge or Car Enthusiast, based on the risk that you might have been found exempt from overtime as an outside salesperson for these positions; and (2) if you signed an arbitration agreement, based on the risk that the agreement would be enforced and you would not pursue your claims alone in arbitration. A workweek discount of twenty-five percent (25%) will be applied to the workweeks of any Class Member whose Primary Job Title was Car Concierge or Car Enthusiast, who did not sign an arbitration agreement. A discount of fifty percent (50%) will be applied to the workweeks of any Class Member whose Primary Job Title was Car Concierge or Car Enthusiast, who signed an individual arbitration agreement with a class action waiver. A discount of twenty-five percent (25%) will be applied to the workweeks of any Class Member who primarily worked in a position other than Car Concierge or Car Enthusiast, who signed an individual arbitration agreement with a class action waiver. No discount will be applied to the workweeks of any Class Member who both did not sign an arbitration agreement and primarily worked in a position other than Car Concierge or Car Enthusiast. Your share may be adjusted upward depending upon whether any of the 191 identified class-members exclude themselves from the Settlement, and upon the amount the Court approves for attorneys' fees and costs, the Plaintiffs' service payments, the LWDA payment, and the Claims Administrator's fees.

**b. Taxes**

Please Note: Individual Settlement Payments will be reported to the IRS and state tax authorities. One third of each Individual Settlement Payment shall be considered wages and therefore payroll taxes and appropriate withholdings will be deducted from this portion of the Individual Settlement Payments. Two thirds combined of each Individual Settlement Payment shall be considered interest and penalties, from which no payroll taxes or other withholdings shall be deducted. You will receive appropriate tax forms pertaining to your Individual Settlement Payment. Your check will be issued by the Claims Administrator. No representations are being made regarding the tax implications of the Individual Settlement Payments. If you have questions regarding those implications, you can and should consult a tax expert.

**c. Arbitration Agreement and / or Workweeks Disputes**

If you believe the number of workweeks Employer's records show you worked between May 31, 2012 and September 9, 2017 is inaccurate, and would like to dispute Employer's records, you must complete and mail a signed disagreement that communicates your dispute to the Claims Administrator. You must attach any records you have that you believe support your position, for example, your pay stubs, job offer letter, job termination letter, or other documents showing the dates you worked for Employer. The same process applies if you choose to dispute your primary job title or whether you signed an arbitration agreement. To be valid, you must mail the dispute request postmarked no later than [insert date], to the Claims Administrator's address listed in section 22 below.

Employer's records will be presumed to be accurate. If you dispute Employer's information and the dispute cannot be resolved informally, the dispute will be settled by the Claims Administrator, whose decision will be final and non-appealable.

**9. When would I get my payment?**

The Court has scheduled a Final Approval Hearing on [insert date] at [insert time] at the Superior Court of California, County of San Francisco, located at 400 McAllister St., San Francisco, CA 94102. At the time of the Final Fairness Hearing the Court will determine: (1) whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class Members; (2) whether the application for attorneys' fees and costs should be approved; and (3) whether the application for the Plaintiffs' service payments, payment to the LWDA, and payment to the Class Administrator should be approved. **You do not need to attend this hearing.** The Court may change the Final Approval Hearing date without notice to the Class Members, so you should check the Court's calendar to confirm the date and time, if you plan to attend. If the Court approves the Settlement, an Order Granting Final Approval will be entered. Once the order granting Final Approval is signed by the Court, and if there is no appeal of the Court's order, then shortly after Final Approval, your payment will be issued.

Settlement checks must be cashed within 90 calendar days of the date they are issued. Settlement checks that are not cashed within that time are void. Class Members who do not timely cash their settlement checks will not receive any compensation from the Settlement. However, Class Members who do not timely cash the settlement checks that are issued to them will still be bound by all the terms of the Settlement, including the release of claims, and the Court's Judgment.

The Class Members who cash their settlement checks on time will be mailed a second check if unclaimed Settlement funds from the first round exceed \$10,000. Each Class Member's share of the unclaimed Settlement funds from the first round shall be based on the number of workweeks the Class Member worked during the Class Period relative to the total number of workweeks worked by Class Members who cashed their settlement checks during the first round of distribution. As described in section 8, above, a Class Member's workweeks may be discounted depending on his or her primary job title and whether he or she signed an arbitration agreement. Otherwise unclaimed funds will be donated to the *cy pres* recipients. The parties have proposed Legal Aid at Work [[www.legalaidatwork.org](http://www.legalaidatwork.org)] as a *cy pres* recipient. Legal Aid at Work is an organization that provides direct legal assistance to low-wage workers. The Court may approve a different *cy pres* recipient. Half of the *cy pres* funds will also be deposited with the California Trial Court Improvement and Modernization Fund and Equal Access Fund the Judicial Branch.

**10. What claims am I releasing if I remain in the Class?**

Each Class Member (other than those who file an effective request for exclusion) releases and discharges the Released Parties from Released Claims for the period between May 31, 2012 and September 9, 2017, as follows:

"Released Parties" means Shift Operations LLC, Shift Technologies Inc. and their current parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors and assigns, and all other persons acting by, though, under or in concert with them.

“Released Claims” means all claims alleged in the Action with respect to the Settlement Class only arising during the Class Period, including (1) Failure to Pay Overtime Wages under California Labor Code §§ 510, 558, 1194 *et seq.*, 1198 and applicable orders of the Industrial Welfare Commission; (2) Failure To Reimburse Business Expenses in Violation of California Labor Code § 2802; (3) Failure To Provide or Authorize Meal and Rest Periods under California Labor Code §§ 226.7, 512, 558 and applicable orders of the Industrial Welfare Commission; (4) Failure to Provide Timely, Accurate Itemized Wage Statements under California Labor Code §§ 226, 226.3, 1174 and applicable orders of the Industrial Welfare Commission; (5) Failure to Pay Earned Wages Upon Discharge in Violation of California Labor Code §§ 201-203; (6) Unlawful or Unfair Business Practices in violation of California Business & Professions Code § 17200, *et seq.*; (7) Civil Penalties under the California Labor Code Private Attorneys General Act (PAGA), Labor Code § 2698 *et seq.*, including those for alleged willful misclassification of workers as independent contractors pursuant to California Labor Code § 226.8; and all other claims for wages or penalties under the California Labor Code or applicable orders of the Industrial Welfare Commission, and all penalties or other remedies arising from the violations alleged in the Second Amended Complaint.

Released Claims excludes all other claims, including claims for unemployment insurance, disability, workers’ compensation, discrimination, wrongful termination, and claims outside of the Class Period.

Your payment from the Settlement constitutes payment in full of any and all amounts that are due to you from Defendants for the Released Claims. By participating in the Settlement, you therefore acknowledge and agree that California Labor Code section 206.5 is not applicable to the Parties with respect to the facts alleged in the Second Amended Complaint. That section provides in pertinent part as follows: “An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

### EXCLUDING YOURSELF FROM THE SETTLEMENT

You are a Class Member and will be bound by the Settlement’s Release of Claims unless you exclude yourself from the Settlement, if the Court approves the Settlement. If you choose to be excluded from the Settlement, you will not receive any money from the Settlement, you will not be bound by the Settlement including its Release of Claims, and you will be free to pursue your own claim against Employer at your own expense.

#### III. How do I exclude myself from the settlement?

To exclude yourself from the Settlement, you must timely complete and mail a signed exclusion request that communicates your desire to be excluded from the Settlement in this case. Please reference this case, *Greene, et al. v. Shift Operations LLC, et al.*, Superior Court of the State of California, County of San Francisco, Case No. CGC-16-552307. To be valid, you must mail the exclusion request postmarked no later than **[insert date]**, to the Claims Administrator’s address listed in section 22 below.

You cannot exclude yourself by phone or email. You can only request exclusion of yourself – you may not exclude a group of individuals. If you submit a valid exclusion request, you will not get a Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue Employer or continue any lawsuit you

have pending against Employer.

12. If I don't exclude myself, can I sue Employer for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Employer for claims that this Settlement resolves. If you have a pending lawsuit against Employer, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this case to continue those parts of any lawsuit you have pending that include the legal issues released by this Settlement.

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

No. If you exclude yourself from this Settlement, you will receive no money and you will not be bound by the Settlement terms.

### THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has approved the law firm of BRYAN SCHWARTZ LAW as Class Counsel. Class Counsel's contact information is listed in section 22, below. You may retain your own representation at your own expense.

15. How will the lawyers be paid?

There is no direct charge to you. Class counsel will ask the Court for attorneys' fees of \$483,333.33, plus litigation costs not to exceed \$15,000 and Employer has agreed not to oppose that request. If approved by the Court, these amounts will be deducted from the Gross Settlement Amount.

### OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the settlement?

If you are dissatisfied with any of the terms of the Settlement, you may, but are not required to, object to the Settlement. To object to the Settlement in writing, you must timely complete and mail a signed objection that communicates your desire to object to the Settlement in this case. To be valid and effective, written objections must be mailed and postmarked no later than [date] to the Claims Administrator's address listed in section 22 below.

The written objection need not be in any specific form, but to be valid, it must include your name, most current address and telephone number, and a statement that you wish to object. To facilitate processing, your objection should also include the last four digits of your Social Security number, the dates you worked for Employer, the legal and factual basis for your objections, and specifically reference, *Greene, et al. v. Shift Operations LLC, et al.*, Superior Court of the State of California, County of San Francisco, Case No. CGC-16-552307. In addition, your objection should state whether you intend to appear at the Final Approval Hearing as discussed in section 18, below.

You may appear at the Final Approval Hearing to make your written objection, or to place an oral objection. It is not necessary, however, for you to appear at this hearing to make an objection. You

may be represented by your own attorney in making your objection. If you comment through an attorney, you will be solely responsible for the fees and costs of your own attorney.

If the Court approves the Settlement despite any objections, and you have not properly submitted an exclusion request, you will receive your Individual Settlement Payment, even if you submitted an objection.

**17. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you don't exclude yourself from the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself by submitting an effective exclusion request, you have no rights 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 Final Fairness Hearing in Department 304 at [insert time] on [insert date], at the Superior Court of California, County of San Francisco, located at 400 McAllister St., San Francisco, CA 94102. The hearing may be postponed without further notice to you. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, and the Plaintiffs' service payments to each Plaintiff to compensate them for their services in this case. If there are objections, the Court will consider them at that time. The Judge will listen to anyone who has submitted a valid written objection and /or who asks to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long that decision will take.

**19. Do I have to come to the hearing?**

No. If you agree to the Settlement, or sent an objection, you don't have to come to Court to talk about it. If you are an objector, as long as you mailed your written objection on time as described above, the Court will consider it.

**20. May I speak at the hearing?**

You may appear at the Final Fairness Hearing and ask the Court for permission to speak at the hearing, or you may retain another attorney to appear at the hearing on your behalf. You cannot speak at the hearing if you excluded yourself from the Settlement.

**IF YOU DO NOTHING**

**21. What happens if I do nothing at all?**

If you do nothing, you will be mailed a Settlement payment and you will be bound by the terms of the Settlement, including the Release of Claims described in Section 10 above.

## GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may review the detailed Joint Stipulation of Class Action Settlement, the pleadings and other records in this litigation, including the Joint Stipulation of Class Action Settlement, and all papers filed in connection with preliminary approval of the Settlement and eventually, final approval of the Settlement, by visiting the Court's website, or on the webpage established by Class Counsel: [www.bryanschwartzlaw.com/ShiftClassAction](http://www.bryanschwartzlaw.com/ShiftClassAction)

If you have questions about the Settlement, you may contact Class Counsel, BRYAN SCHWARTZ LAW, or the Claims Administrator at:

**Class Counsel**

BRYAN SCHWARTZ LAW  
Bryan Schwartz  
Rachel Terp  
1330 Broadway, Suite 1630  
Oakland, California 94612  
(510) 444-9300

**Claims Administrator**

*Greene, et al. v. Shift Operations LLC, et al.*  
[Administrator name]  
[Administrator address]  
[Administrator phone number]

**PLEASE DO NOT CALL THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT**

**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP 1010.6(6) & CRC 2.260(g))

I, WILLIAM TRUPEK, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On **FEB 23 2018**, I electronically served THE ATTACHED DOCUMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **FEB 23 2018**

T. Michael Yuen, Clerk

By:   
\_\_\_\_\_  
WILLIAM TRUPEK, Deputy Clerk