

Electronically Received 03/04/2025 01:32 PM

**BRADLEY/GROMBACHER, LLP**  
Marcus Bradley, Esq. (SBN 174156)  
Kiley Grombacher, Esq. (SBN 245960)  
31365 Oak Crest Drive, Suite 240  
Westlake Village, CA 91361  
Telephone: (805) 270-7100  
Facsimile: (805) 618-2939  
Email: mbradley@bradleygrombacher.com  
Email: kgrombacher@bradleygrombacher.com

Attorneys for Plaintiff GERARDO PEREZ  
CORDERO on behalf of himself and others  
similarly situated

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

GERARDO PEREZ CORDERO, on behalf of  
himself and all others similarly situated,

Plaintiff,

v.

DANIELS SHARPSMART, INC., a  
Delaware corporation; and DOES 1 to 10,  
inclusive,

Defendants.

**CASE NO. 22STCV36397**

[Assigned to Hon. Judge Elihu M. Berle, Dept. 6]

**AMENDED ~~[PROPOSED]~~ ORDER  
GRANTING MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT**

Complaint filed: November 16, 2022

**FILED**  
Superior Court of California  
County of Los Angeles

03/05/2025

David W. Slayton, Executive Officer / Clerk of Court

By: \_\_\_\_\_ P. Herrera Deputy

1           The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before  
2 this Court on February 26, 2025. The Court, having considered the papers in support of the  
3 application of the Parties, HEREBY ORDERS THE FOLLOWING:

4           1.       The Court grants preliminary approval of the Settlement and the Settlement Class  
5 based upon the terms set forth in the Class-PAGA Action Settlement Agreement (“Settlement  
6 Agreement”). All terms used herein shall have the same meaning as defined in the Settlement  
7 Agreement. The Settlement appears to be fair, adequate and reasonable to the Class.

8                   **CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

9           2.       The Class defined in the Settlement Agreement is defined as:

10          “Class” means all persons employed by Sharpsmart in California and classified as non-  
11 exempt employees who worked for Sharpsmart during the Class Period of November 16,  
12 2018, to the date of preliminary approval. Settlement Agreement § 1.5.

13          3.       The Court conditionally finds that, for the purposes of approving this settlement  
14 only, the proposed Class meets the requirements for certification under section 382 of the  
15 California Code of Civil Procedure.

16                   **PRELIMINARY APPROVAL OF SETTLEMENT**

17          4.       The Court hereby preliminarily grants approval of the terms and conditions  
18 contained.

19          5.       in the Settlement Agreement, a copy of which is attached hereto as **Exhibit A**. The  
20 settlement falls within the range of reasonableness and appears to be presumptively valid, subject  
21 only to any objections that may be raised at the final fairness hearing and final approval by this  
22 Court.

23          6.       A Final Fairness Hearing on the question of whether the proposed settlement,  
24 attorneys' fees and costs to Class Counsel, and the Class Representative's Award Payment should  
25 be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in  
26 Department 6 on the date and time set forth below.

27          7.       The Court makes the following preliminary findings and observations: (1) the  
28

1 settlement amount appears at this stage to be fair and reasonable to the Class Members when  
2 balanced against the risks of further litigation relating to class certification, summary judgment and  
3 trial on liability and damages issues, potential appeals, and ultimate collection of the full potential  
4 value of the claims; (2) it also appears that sufficient discovery and investigation have been  
5 conducted, such that counsel for the Parties at this time are able to reasonably evaluate their  
6 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that  
7 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement is  
8 the culmination of serious and non-collusive negotiations between the Parties. Accordingly, the  
9 Court finds that the Settlement appears to have been entered into in good faith.

10 8. The Court approves ILYM Group Inc. as the Settlement Administrator.

11 9. This Court approves, as to form and content, the Notice of Class Action Settlement  
12 in substantially the form attached as to the Settlement Agreement and attached as **Exhibit A** to this  
13 Order.

14 10. The Court further finds that the Class Notice appears to fully and accurately inform  
15 the Class Members of all material elements of the proposed Settlement, of the Class Members'  
16 right and opportunity to be excluded from the Settlement, of the Class Members' right and  
17 opportunity to challenge Defendant's records of workweeks worked, and of the Class Members'  
18 right and opportunity to object to the Settlement.

19 **FORM AND TIMING OF NOTICE**

20 11. Within thirty (30) calendar days after issuance of this Preliminary Approval Order,  
21 Defendant shall provide the Administrator, in an electronically usable format, with the Class Data  
22 (name, last-known mailing address, social security number and number of Class period Workweeks  
23 and PAGA Pay periods).

24 12. Not later than fourteen (14) calendar days after receiving the Class Data, the  
25 Settlement Administrator shall mail the Class Notice to all Class Members, substantially in the  
26 form of Exhibit A (Notice), to this Preliminary Approval Order, by first-class mail postage prepaid.

27 13. The Court directs the mailing of the Notice in accordance with the implementation  
28

1 schedule set forth in the Settlement Agreement and finds the dates selected for the mailing and  
2 distribution of the mailing of the Notice as set forth therein meet the requirements of due process  
3 and provide the best notice practicable under the circumstances and shall constitute due and  
4 sufficient notice to all persons entitled thereto.

5 14. Not later than (14) days before the date by which Plaintiff is required to file the  
6 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and  
7 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and  
8 compliance with all of its obligations under this Agreement, including, but not limited to, its  
9 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices,  
10 attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it  
11 received (both valid or invalid), the number of written objections and attach the Exclusion List.

12 15. The Court finds that the notice to be provided is the best means of providing notice  
13 to the Class Members, is practicable under the circumstances and, when completed, shall constitute  
14 due and sufficient notice of the Settlement and the Fairness Hearing to all persons affected by  
15 and/or entitled to participate in the Settlement or the Fairness Hearing, in full compliance with the  
16 requirements of due process and the California Rules of Court.

17 **ABILITY OF CLASS MEMBERS TO OPT OUT OF THE SETTLEMENT CLASS,**  
18 **OBJECT TO THE SETTLEMENT AND/OR DISPUTE THEIR INDIVIDUAL PAYMENT**

19 16. Pursuant to Sections 7.5 of the Settlement Agreement and as set forth in the Class  
20 Notice, Class Members shall have forty-five (45) calendar days from the date the Class Notice is  
21 mailed to submit any Request for Exclusion in accordance with the procedures set forth in the  
22 Notice. If a timely and valid Request for Exclusion is not received by the Settlement Administrator  
23 from a Class Member on or before the Response Deadline, then that Class Member will be deemed  
24 to have forever waived his or her right to seek exclusion from the Settlement and Settlement Class  
25 and shall be bound by the Settlement and Judgment. Class Members who do validly request  
26 exclusion from the Settlement by submitting a valid and timely Request for Exclusion shall not be  
27 bound by the terms of the Settlement, shall not be allowed to object to the Settlement, and shall not  
28

1 be entitled to any benefits as a result of the Settlement, except that Settlement Class Members who  
2 are in the PAGA Settlement Class will still receive his or her PAGA Payment and will release the  
3 PAGA Claims.

4 17. Any Class Members who do not properly and timely exclude themselves from the  
5 Settlement shall be included in the Class and, if the Settlement is approved and becomes effective,

6 18. shall be bound by all the terms and provisions of the Settlement Agreement,  
7 including but not limited to the Release of Claims described therein.

8 19. Pursuant to Section 7.7.2 of the Settlement Agreement and the as set forth in Class  
9 Notice, Class Members who do not submit timely and valid Requests for Exclusion may object to  
10 the Settlement by appearing in Court (or hire an attorney to appear in Court) to present verbal  
11 objections at the Final Approval Hearing. A Participating Class Member who elects to send a  
12 written objection to the Administrator must do so not later than (45) days after the Administrator's  
13 mailing of the Class Notice (plus an additional (14) days for Class members whose Class notice  
14 was re-mailed).

15 20. In connection with the preliminary approval of the Settlement, the court established  
16 the following scheduled of events:

- 17 a) The deadline for delivery of the class list to the claims administrator is  
18 March 12, 2025.
- 19 b) The deadline for mailing notice to all class members is March 26, 2025.
- 20 c) The deadline for any class member to object, opt out and/or file work week  
21 disputes is May 27, 2025.
- 22 d) The deadline for filing motions for final approval, attorney fees and costs,  
23 incentive payments, including any corresponding evidence is April 25, 2025.
- 24 e) The deadline for filing responses to objections and for the claims  
25 administrator to submit final report regarding the opt-outs and the objections  
26 is June 13, 2025.

f) Hearing on Motion for Final Approval of Settlement is scheduled for  
06/27/2025 at 10:00 AM in Department 6 at Spring Street Courthouse.

21. A hearing (the “Fairness Hearing”) shall take place before this Court, on the date  
and time set forth above, to determine:

- a) Whether the Court should permanently certify the Settlement Class;
- b) Whether the Settlement, on the terms and conditions provided for in the  
Settlement Agreement, should be finally approved by the Court as fair,  
reasonable and adequate;
- c) Whether the application for a service award for representative Cordero should  
be approved;
- d) Whether the application for attorneys’ fees and expenses to be submitted by  
Class Counsel should be approved; and
- e) Such other matters as the Court may deem necessary or appropriate. The Court  
may finally approve the Settlement at or after the Fairness Hearing with any  
modifications agreed to by the Parties and without further notice to the Class  
Members.

22. Any Class Member who has not requested to be excluded from the Settlement, and  
any other interested person, may appear at the Fairness Hearing in person or by counsel and be  
heard, to the extent allowed by the Court, either in support of or in opposition to the matters to be  
considered at the Fairness Hearing. Any documents filed with the Court must also be served on  
counsel, by any method authorized under the California Code of Civil Procedure.

23. Any responses to any written objections to the Settlement and any other matter in  
support of the Settlement shall be filed with the Court no later than May 27, 2025.

24. The Court may adjourn the Fairness Hearing, including the consideration of the  
application for the payment of a service payment to the Class Representative and for attorneys’  
fees and expenses, without further notice of any kind other than an announcement of such  
adjournment in open court at the Fairness Hearing or any adjournment thereof.

1           25.     The Court HEREBY GRANTS preliminary approval of the class action settlement  
2 as set forth above.

3 IT IS SO ORDERED.

4 DATED: T a & A F C G



**Elihu M. Berle**

Elihu M. Berle / Judge

HON. ELIHU M. BERLE  
JUDGE OF THE SUPERIOR COURT