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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

MAYA AMERSON, an individual, on behalf
of herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

REDDIT, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. **CGC-22-603466**

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: October 3, 2024

Hearing Time: 1:30 p.m.

Judge: Daniel A. Flores

Dept.: 306

Action Filed: December 13, 2022

Trial Date: Not set

On October 3, 2024, a hearing was held on the motion of Plaintiff Maya Amerson (“Plaintiff”) for final approval of the Class Action and PAGA Settlement Agreement (the “Agreement”) with Defendant Reddit, Inc. (“Defendant”) and payments to the Plaintiff, Class Counsel, Aggrieved Employees, the Labor and Workforce Development Agency (“LWDA”) and

1 the Administrator.

2 The parties have submitted their Agreement, which this Court preliminarily approved by
3 its May 23, 2024, order (“Preliminary Approval Order”). In accordance with the Preliminary
4 Approval Order, Class Members have been given notice of the terms of the Agreement and the
5 opportunity to comment on or object to it or to exclude themselves from its provisions.

6 Having received and considered the Settlement, the supporting papers filed by the parties,
7 and the evidence and argument received by the Court at the hearing before it entered the
8 Preliminary Approval Order and the final approval hearing on October 3, 2024, the Court grants
9 final approval of the Settlement, and HEREBY ORDERS as follows:

10 1. The certification of the Class is confirmed for the sole and exclusive purpose of
11 entering a settlement in this matter:

12 All individuals who are or previously were employed by Defendant in the
13 State of California during the Class Period that either (i) were classified as
14 non-exempt, or (ii) whose positions were classified as exempt during the
15 Class Period but were re-classified as non-exempt during the Class Period.
16 The Class Period is December 13, 2018 through March, 31, 2024.

17 2. The Administrator received no valid requests for exclusion from the Class.

18 3. The Court confirms the appointment of Plaintiff as the Class Representative, and
19 Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug
20 Bhowmik De Blouw LLP as Class Counsel for the Class.

21 4. Pursuant to the Preliminary Approval Order, the Court Approved Notice of Class
22 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) was sent to each
23 Class Member by first-class mail. These papers informed Class Members of the terms of the
24 Settlement, their right to receive an Individual Class Payment, their right to comment on or object
25 to the Settlement or to opt-out of the Settlement and pursue their own remedies, and their right to
26 appear in person or remotely or by counsel at the Final Approval Hearing and be heard regarding
27 final approval of the Settlement. Adequate periods of time were provided by each of these
28 procedures to provide notice of their rights and time for Class Members to act with respect to these
rights. No Class Members objected to the Settlement as part of this notice process or stated an
intent to appear at the final approval hearing.

1 5. The Court finds and determines that this notice procedure afforded adequate
2 protections to Class Members and provides the basis for the Court to make an informed decision
3 regarding approval of the Settlement based on the responses of Class Members. The Court finds
4 and determines that the Class Notice provided in this case was the best notice practicable and it
5 satisfied the requirements of law and due process.

6 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
7 determines that the proposed Class, as defined in the definitions section of the Agreement and
8 Paragraph 1 herein, meets all the legal requirements for class certification, and it is hereby ordered
9 that the Class is finally approved and certified as a class for purposes of the Settlement.

10 7. The Court further finds and determines that the Gross Settlement Amount of Five
11 Hundred Twenty-Five Thousand Dollars (\$525,000) and the terms of the Agreement are fair,
12 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
13 not opted-out will be bound by the Settlement. Aggrieved Employees (as defined in the Agreement
14 as all individuals who are or were employed by Defendant in California during the PAGA Period
15 that either (i) were classified as non-exempt, or (ii) whose positions were classified as exempt
16 during the PAGA Period but were re-classified as non-exempt during the PAGA Period which is
17 November 2, 2021 through March 31, 2024) will be subject to the release of the Released PAGA
18 Claims as set forth in the Agreement, and will be sent an Individual PAGA Payment, regardless
19 of whether they opt-out of the Class portion of the Settlement. The Settlement is ordered finally
20 approved, and all terms and provisions of the Settlement should be and hereby are ordered to be
21 consummated.

22 8. The Court finds and determines that the Individual Class Payments to be paid to
23 the Participating Class Members, as provided for by the Agreement, are fair and reasonable. The
24 Court hereby grants final approval to and orders the payment of those amounts to be made to the
25 Participating Class Members out of the Net Settlement Amount in accordance with the Agreement.

26 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
27 Code §§ 2699(1)(2), (1)(4), the LWDA has been given notice of the Settlement. Pursuant to PAGA,
28 on the date the Plaintiff filed the motion seeking approval of the Settlement with the Court,

1 Plaintiff served the LWDA with the motion which included a copy of the Agreement. The Court
2 finds and determines that the notice of the Settlement complied with the statutory requirements of
3 PAGA.

4 10. The Court finds and determines that the resolution of the Released PAGA Claims
5 and the PAGA Penalties of Fifteen Thousand Dollars (\$15,000), which includes payment to the
6 LWDA of \$11,250 as its share of the settlement of civil penalties and the allocation of \$3,750 as
7 Individual PAGA Payments to the Aggrieved Employees, is fair, reasonable, and appropriate. The
8 Court hereby grants approval of the resolution of the PAGA claims and orders that the PAGA
9 Penalties be paid out of the Gross Settlement Amount and distributed in accordance with the
10 Agreement.

11 11. The Court finds and determines that the fees and expenses of Apex Class Action
12 in administering the settlement, in the amount of \$7,500, are fair and reasonable. The Court
13 hereby grants final approval to such amount and orders that the payment of approximately that
14 amount be paid out of the Gross Settlement Amount in accordance with the Agreement.

15 12. In addition to any recovery that Plaintiff may receive from the Net Settlement
16 Amount and PAGA Penalties, and in recognition of the Plaintiff's efforts on behalf of the Class,
17 and the risks she undertook, the Court hereby approves the payment of the Class Representative
18 Service Payment to Plaintiff in the amount of \$10,000. The Class Representative Service Payment
19 shall be paid from the Gross Settlement Amount.

20 13. Pursuant to the authorities and argument presented to the Court, the Court approves
21 the payment of attorneys' fees to Class Counsel in the sum of \$175,000, plus costs and expenses
22 in the amount of \$30,172.88. Said amount shall be paid from the Gross Settlement Amount.

23 14. The Court orders that pursuant to the Settlement Agreement, and upon the funding
24 of the settlement by Defendant, (i) Plaintiff and all Class Members who have not been timely and
25 properly excluded from the Settlement Class, and any person acting on their behalf, are deemed to
26 have waived, released, and discharged, and are permanently barred from prosecuting the Released
27 Class Claims against Defendant and all of the Released Parties as fully set forth in the Settlement
28 Agreement and (ii) Plaintiff, all Aggrieved Employees, the State of California, and the LWDA are

1 deemed to have waived, released, and discharged, and are permanently barred from prosecuting the
2 PAGA Released Claims which occurred during the PAGA Period against Defendant and all of the
3 Released Parties as fully set forth in the Settlement Agreement.

4 15. Neither the Settlement nor any of the terms set forth in the Agreement is an
5 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
6 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
7 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
8 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
9 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
10 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
11 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
12 of, an admission or concession with regard to the denials or defenses by Defendant, or any of the
13 other Released Parties.

14 16. The parties are hereby ordered to comply with the terms of the Settlement.
15 Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to
16 fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later
17 than 30 days after the Effective Date.

18 17. Without affecting the finality of this order in any way, pursuant to California Code
19 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
20 interpretation, administration, implementation, effectuation, and enforcement of this order and the
21 Settlement.

22 **IT IS SO ORDERED.**

23 Dated: _____

24 _____
25 The Honorable Daniel A. Flores
26 Judge of the Superior Court
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