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12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF SAN FRANCISCO**
15

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

19 Plaintiffs,

20 vs.

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

23 Defendants.

CASE No. **CGC-22-603466**

**DECLARATION OF NORMAN BLUMENTHAL
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
ATTORNEYS' FEES, COSTS AND SERVICE
AWARD**

Hearing Date: October 3, 2024

Hearing Time: 1:30 p.m.

[Hearing scheduled by Order dated May 23, 2024]

Judge: Hon. Daniel A. Flores

Dept.: 306

Action Filed: December 13, 2022

Trial Date: Not set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiff Maya Amerson ("Plaintiff") in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
6 This declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award.

8 2. Over the course of the litigation, a number of attorneys in my firm have worked on this
9 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm
10 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our
11 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at
12 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the
13 areas of employment class actions, unfair business practices and other complex litigation. The attorneys
14 at my firm have extensive experience in cases involving labor code violations and overtime claims. Class
15 Counsel has litigated similar overtime cases against other employers on behalf of employees, including
16 cases against Sharp Healthcare, Walmart, Legoland, Cigna, HealthNet, See's Candies, Securitas, Okta,
17 Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca,
18 Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon,
19 Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State Automobile Association.
20 Class Counsel have been approved as experienced class counsel during contested motions in state and
21 federal courts throughout California. It is this level of experience which enabled the firm to undertake the
22 instant matter and to successfully combat the resources of the defendants and their capable and
23 experienced counsel. Class Counsel have participated in every aspect of the settlement discussions and
24 have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
28 "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant Reddit, Inc.

1 ("Defendant") reached a full and final settlement of the above-captioned action, which is embodied in the
2 Agreement filed concurrently with the Court. As consideration for this Settlement, the Gross Settlement
3 Amount to be paid by Defendant is Five Hundred Twenty-Five Thousand Dollars (\$525,000).
4 (Agreement at ¶¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the following
5 elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class
6 Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses
7 Payment; (4) the Class Representative Service Payment to the Plaintiff; and (5) the PAGA Penalties
8 payment. (Agreement at ¶ 1.22.)

9 (b) The Gross Settlement Amount does not include Defendant's share of payroll taxes.
10 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
11 (Agreement at ¶ 3.1.)

12 (c) Within thirty (30) days of the Effective Date, Defendant shall deposit the Gross Settlement
13 Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to
14 Participating Class Members along with the other Court-approved distributions shall be made by the
15 Administrator within fourteen (14) days after Defendant funds the Gross Settlement Amount.
16 (Agreement at ¶ 5.1.)

17 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
18 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
19 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
20 Administration Expenses Payment (called the "Net Settlement Amount") shall be allocated to Class
21 Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From the Net Settlement
22 Amount, the Individual Class Payment for each Participating Class Member will be calculated as follows:
23 Payment will first be made to the Participating Class Members with the Safeguard Claim in the amount
24 of \$3,500 each and then payment will be made to the Participating Class Members for time periods
25 classified as non-exempt based on the number of verified Workweeks spent by the Participating Class
26 Members in Defendant's employ. (Agreement at ¶ 3.2(e).) Workweeks are initially based on Defendant's
27 records, however, Class Members had the right to challenge the number of Workweeks.

28 (e) Class Members were sent the Court approved Class Notice using the procedure approved by

1 the Court by mailing the notice packets after updating class members' addresses using the National
2 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
3 to any forwarding address provided or updated address located. See Declaration of Madely Nava ("Nava
4 Decl."). Class Members were provided with the opportunity to exclude themselves or "opt out" if they
5 did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Nava Decl., Exh. A.
6 Significantly, there have been no objections and no requests to opt-out. As such, the entire Class (100%)
7 will participate in the Settlement and will be sent a settlement check. *See* Nava Decl. All Aggrieved
8 Employees, including those who submit an opt-out request, will still be paid their allocation of the PAGA
9 Penalties and will remain subject to the release of the Released PAGA Claims regardless of their request
10 for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice advises the Class Members
11 of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7,
12 Ex. A.)

13 (f) A Participating Class Member must cash his or her Individual Class Payment check within
14 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
15 be voided and any funds represented by such checks sent to the California Controller's Unclaimed
16 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
17 requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

18 (g) Apex Class Action was appointed by the Court as the Administrator for the Settlement.
19 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
20 administration in an amount not to exceed \$9,000. (Agreement at ¶ 3.2(c).) The final amount of the
21 Administration Expenses Payment, including fees and costs incurred to-date, as well as anticipated fees
22 and costs for completion of the settlement administration, is \$7,500 and will be set forth in the
23 forthcoming Nava Decl.

24 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
25 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
26 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
27 Litigation Expenses Payment in an amount not to exceed \$32,000. (Agreement at ¶ 3.2(b).) Subject to
28 Court approval, the Agreement provides for a payment of no more than \$10,000 to the Plaintiff as the

1 Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this separate motion for
2 attorneys' fees, reimbursement of expenses and service award, Class Counsel is providing evidentiary
3 support, for these requests, including lodestar.

4 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
5 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
6 2698, et seq. ("PAGA"). The PAGA Penalties are \$15,000. (Agreement at ¶ 3.2(d).) Pursuant to the
7 express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows: 75%
8 shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil
9 penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved
10 Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set
11 forth in the accompanying proof of service, the LWDA has been served with this motion and the
12 Agreement.

13 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
14 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
15 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
16 at \$525,000 is a commendable result for the Class. This result is particularly favorable in light of the fact
17 that liability and class certification in this case were far from certain in light of the defenses asserted by
18 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
19 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
20 reasonable and adequate, and should be finally approved.

21
22 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
23 dated May 23, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
24 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On July 8,
25 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
26 each class member with the terms of the Settlement, including notice of the claims at issue and the
27 financial terms of the settlement, including the attorneys' fees, costs, and service awards that were being
28 sought, how individual settlement awards would be calculated, and the specific, estimated payment

1 amount to that individual. See Declaration of Madely Nava [“Nava Decl.”], Exh. A. In disseminating the
2 notice, the Administrator followed the notice procedures authorized by the Court in its Preliminary
3 Approval Order. Significantly, there have been no objections and no requests for exclusion from the
4 Class. As such, the entire Class (100%) will participate in the Settlement and will be sent a settlement
5 check. *See* Nava Decl.

6
7 5. Description of Plaintiff’s claims - The Action generally alleges that Plaintiffs and other
8 Class Members were not properly paid all minimum and overtime wages for hours worked and at the
9 correct rate, were not provided meal and rest periods, were not timely paid earned wages, were not
10 provided reimbursement for required expenses, were not provided accurate itemized wage statements,
11 were not paid sick wages at the correct rate, and were not paid all wages at the time of termination. The
12 Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief
13 allegedly due and owing to Plaintiffs and the other Class Members by virtue of the foregoing claims.

14
15 6. Procedural History of the Litigation

16 (a) On November 2, 2022 and February 29, 2024, Plaintiff filed with the LWDA and served on
17 Defendant notices under Labor Code section 2699.3 identifying the alleged Labor Code violations to
18 recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations.

19 (b) On December 13, 2022, Plaintiff filed a class action Complaint against Defendant in the
20 Superior Court of the State of California, County of San Francisco. This class action Complaint asserted
21 class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§
22 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197,
23 and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198;
24 (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure
25 to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide
26 accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to provide
27 required expenses reimbursement in violation of Cal. Labor Code § 2802; (8) failure to provide wages
28 when due in violation of Cal. Labor Code §§ 201, 202 and 203; and (8) failure to pay sick wages in

1 violation of Cal. Labor Code §§ 201-203, 233, 246. On March 24, 2023, Plaintiff filed a First Amended
2 Complaint adding a cause of action against Defendant for violation of the Private Attorney General Act,
3 Cal. Labor Code §§ 2698, et seq. ("PAGA").

4 (c) On or about March 21, 2024, Plaintiff filed a Second Amended Complaint which added class
5 and PAGA claims regarding individuals whose positions were re-classified as non-exempt during the
6 Class Period (i.e., who were allegedly misclassified), as well as claims on behalf of Class Members in
7 the positions of Anti-Evil Operations Specialist and Anti-Evil Operations Specialists II under the Unfair
8 Competition Claim on the basis that they allegedly were exposed to disturbing images and sounds without
9 adequate safeguards (the "Safeguard Claim"). The Second Amended Complaint is the operative
10 complaint in the Action (the "Operative Complaint").

11 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
12 the production of documents, class data, and other information, allowing for the full and complete
13 analysis of liabilities and defenses to the claims in the Action. The information for mediation obtained
14 by Plaintiff included: (1) data concerning the class; (2) payroll data and time timekeeping data for the
15 Class; (3) Defendant's wage and hour policies; (4) the employment files for the Plaintiff; and, (5) samples
16 of wage statements provided by Defendant. As such, Class Counsel received the data and information
17 for the Class, which was sufficient for Plaintiff's expert to prepare the valuations of the claims for the
18 Class.

19 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
20 The Parties have vigorously litigated the Action since inception. During the course of litigation, the
21 Parties each performed analysis of the merits and value of the claims. Plaintiff and Defendant have
22 engaged in significant research and investigation in connection with the Action. Class Counsel has
23 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
24 to perform an analysis of the data and valuation of the claims.

25 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
26 to mediation, the Parties engaged in the above investigation and the exchange of documents and
27 information in connection with the Action. On December 15, 2023, the Parties participated in an all-day
28 mediation presided over by Tripper Ortman, a respected and experienced mediator of wage and hour class

1 actions. Following the mediation, each side, represented by its respective counsel, were able to agree to
2 settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
3 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.
4 At all times, the negotiations were arm's length and contentious.

5 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
6 kind associated with the claims alleged in the Action and further denies that, for any purpose other than
7 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
8 among other things, that it has complied at all times with the California Labor Code, applicable Wage
9 Order, and all other laws and regulations. Further, Defendant contends that class certification is
10 inappropriate for any reason other than for settlement. Plaintiff contends that Defendant violated
11 California wage and hour laws. Plaintiff further contends that the Action is appropriate for class
12 certification on the basis that the claims meet the requisites for class certification. Without admitting that
13 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
14 purposes only. (Agreement at ¶ 2.7.) The Parties agree that certification for settlement purposes is not
15 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
16 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
17 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
18 with respect to the Class are satisfied.

19 (h) Class Counsel has conducted an investigation into the facts of the class action. Informal
20 discovery was obtained, which included the production of hundreds of pages of relevant documents.
21 Class Counsel engaged in a thorough review and analysis of the relevant documents and data with the
22 assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed
23 sufficient information to make an informed judgment regarding the likelihood of success on the merits
24 and the results that could be obtained through further litigation. In addition, Class Counsel previously
25 negotiated settlements with other employers in actions involving nearly identical issues and analogous
26 defenses. Based on the foregoing data and their own independent investigation, evaluation and
27 experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the
28 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known

1 facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and
2 potential appellate issues.

3
4 7. History of Settlement Discussions

5 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
6 before an experienced and well-respected mediator. Defendant has expressly denied and continues to
7 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class
8 Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class
9 Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel who
10 has previously litigated similar claims against other employers.

11 (b) The Parties attended an arms-length mediation session with Tripper Ortman, a respected and
12 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
13 for the mediation, Defendant provided Class Counsel with payroll, time and employment data, along with
14 and other information regarding the Class Members, various internal documents, and other compensation
15 and employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
16 Berger Consulting and prepared and submitted a mediation brief to the mediator. Following this all-day
17 mediation, the Parties agreed to this Settlement.

18 (c) From January 2024 to April 2024, the settlement agreement and exhibits thereto were
19 finalized and executed. On May 23, 2024, the Court granted the Motion for Preliminary Approval, and
20 entered the Order granting preliminary approved of the settlement as fair and reasonable to the Class.

21 (d) Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate. In
22 my judgment as experienced Class Counsel, this Settlement should be finally approved.

23
24 8. The outcome of this case would have been uncertain and fraught with risks.

25 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
26 Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all
27 applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all
28 work time was properly recorded. Defendant maintained there was no miscalculation of the regular rate

1 when paying wages to the Plaintiff and the Class. Defendant contends that its meal and rest period
2 policies fully complied with California law and Defendant did not fail to provide the opportunity for
3 legally required meal and rest breaks. Defendant could argue that its payment of meal and rest period
4 premiums is evidence of its lawful practices. Defendant contend that there was no failure to pay for
5 business expenses and any cell phone usage was merely convenient and voluntary such that
6 reimbursement was not legally required. Finally, Defendant could argue that the Supreme Court decision
7 in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on liability, value, and
8 class certifiability as to the meal and rest period claims. Defendant also argues that based on its facially
9 lawful practices, Defendant acted in good faith and without willfulness, which if accepted would negate
10 the claims for waiting time penalties and/or inaccurate wage statements. If successful, Defendant's
11 defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that
12 these defenses could be overcome, Defendant maintains these defenses have merit and therefore present
13 a serious risk to recovery by the Class .

14 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
15 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
16 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the
17 propriety of class certification, arguing that individual issues precluded class certification. Further, as
18 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
19 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
20 been certified. While other cases have approved class certification in wage and hour claims, class
21 certification in this action was hotly disputed and the maintenance of a certified class through trial was
22 not a certain result. As demonstrated by the decision in *Duran*, the complexities and duration of further
23 litigation cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the
24 event of an adverse judgment. A post-judgment appeal by Defendant would have required many more
25 years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then
26 the case could have dragged on for years after the appeal. The benefits of a guaranteed recovery today
27 outweigh an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize
28 the expense and length of a trial against Defendant through possible appeals which could take at least

1 another two or three years. Class Counsel also have taken into account the uncertain outcome, the risk
2 of litigation, especially in complex actions such as this one. Class Counsel are also mindful of and
3 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action.
4 Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted and
5 recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
6 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiff and Class
7 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

8 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
9 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
10 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
11 to the value of the claims. Based upon 122 Class Members who collectively worked an 9,591
12 Workweeks, the Gross Settlement Amount provides an average value of \$4,303 per Class Member and
13 \$54.73 per workweek and after deductions the Net Settlement Amount provides an average recovery of
14 \$2,081.96 per Class Member and a recovery of \$26.48 per workweek, with the nine individuals with
15 safeguard claims receiving an additional \$3,500 each. The calculations to compensate for the amount due
16 for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiff's damage expert.
17 As to the Class whose claims are at issue in this Action, Plaintiff used the expert to analyze the data and
18 determine the potential unpaid wages for the employees. The maximum potential damages were
19 calculated to be \$957,524 for the alleged unpaid wages for off-the-clock work at 1 hour per week, \$3,668
20 for the alleged unpaid overtime wages due to miscalculation of the regular rate when paying wages,
21 \$2,117 for the alleged underpayment of meal period premiums and sick pay, \$1,382,329 for alleged meal
22 period damages based upon a 50% potential violation rate for shifts worked and after deducting the meal
23 premiums actually paid by Defendant, \$1,435,075 for alleged rest period damages based upon the same
24 50% potential violation rate for shifts worked and, \$16,255 for alleged unreimbursed business expenses
25 for personal cell phone usage at \$5 per month. As a result, the total damage valuation was calculated that
26 Defendant was subject to a maximum damage claim in the amount of \$3,796,968. As to potential
27 penalties, Plaintiff calculated that potential waiting time penalties were a maximum of between \$110,269
28

1 and \$710,625, and potential maximum wage statement penalties were \$355,150.¹ Consequently, the
2 Gross Settlement Amount of \$525,000 represents more than 13.8% of the maximum value of the alleged
3 damages at issue in this case at the time this Settlement was negotiated.² Importantly, the recent decision
4 that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th
5 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement penalties,
6 even if wages were owed to the class. The above maximum calculations should then be adjusted in
7 consideration for both the risk of class certification and the risk of establishing class-wide liability on all
8 claims. Given the amount of the settlement as compared to the potential value of claims in this case and
9 the defenses asserted by Defendant, this settlement is fair and reasonable.³ Clearly, the goal of this
10 litigation has been met.

11 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
12 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
13 defenses both to liability and to class certification. The maximum and average Participating Class
14

15 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,
16 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted
17 by Defendant, including, a good faith dispute defense as to whether any premium wages for meal or rest
18 periods or other wages were owed given Defendant's position that Plaintiff and Class Members were
19 properly compensated. See *Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There
is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether
and when the wages were due.").

20 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California, the
21 PAGA claim is not included in the value of the class claims. The PAGA claim was addressed in the
Declaration of Nordrehaug at ¶33 filed in support of the Motion for Preliminary Approval.

22 ³ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
23 settlement where the settlement amount constituted approximately 25% of the estimated overtime
24 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
25 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy v.*
26 *Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval of
a class settlement which represented "roughly one-sixth of the potential recovery".) See also *Viceral v.*
27 *Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
28 Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 Member are \$10,645.78 and \$2,081.96, respectively. Given the complexities of this case, the defenses,
2 along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and adequate,
3 and should be finally approved.

4 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiff would
5 prevail against the Defendant's factual and legal defenses. While Plaintiff and Class Counsel believe in
6 the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to class
7 certification. Settlement in this case clearly benefits the Class when measuring the strengths of Plaintiff's
8 case and the risk of establishing class wide liability and damages.

9
10 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

11 9. **The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should**
12 **Be Enforced**

13 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
14 fund settlement to be paid by Defendant to the Class in the amount of Five Hundred Twenty-Five
15 Thousand Dollars (\$525,000) (Agreement at ¶¶ 1.25 and 3.1.) As part of the settlement, the parties agreed
16 to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class
17 Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests
18 approval of the Class Counsel Fees Payment in an amount equal to one-third of the Total Settlement
19 Amount.

20 (b) In the class action context, that means "attempting to award the fee that informed private
21 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining
22 between experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third
23 of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
24 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an
25 equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market
26 value of the award requested.

27 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
28 approved. The requested fee award was bargained for during arms' length adversarial bargaining by

1 counsel for each of the parties as part of the Settlement.

2
3 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
4 Created for the Benefit of the Class

5 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
6 of the Gross Settlement Amount of \$525,000, which equals \$175,000 for attorneys' fees. As part of the
7 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
8 incurred as per Class Counsel's billing statement in an amount not to exceed \$32,000. Finally, Defendant
9 also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of
10 \$10,000, as her service award under the Agreement.

11 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a
12 significant contingent risk such as this one. Our legal system places unique reliance on private litigants
13 to enforce substantive provisions of employment law through class actions. Therefore, attorneys
14 providing these substantial benefits should be paid an award equal to the amount negotiated in private
15 bargaining that takes place in the legal market place.

16 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
17 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
18 with his fee. The attorney working on a contingent basis can only log hours while working without pay
19 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk
20 and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this
21 case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent
22 fee market risk in this all or nothing contingent fee case wherein the necessity and financial burden of
23 private enforcement makes the requested award appropriate. This case was litigated on a contingent basis
24 for over one year, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am
25 aware of other similar cases where the court dismissed the class allegations or denied class certification.
26 Under such circumstances, courts have held that a risk multiplier must be applied to the fee award.

27 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
28 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee

1 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
2 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
3 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
4 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
5 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
6 multiplier approved in other cases.

7 (e) At the time this case was brought, the result was far from certain as discussed above at
8 paragraphs 8(a) and 8(b).

9 (f) The Settlement was possible only because Class Counsel was able to convince Defendant that
10 Plaintiffs could potentially prevail on the contested issues regarding liability, maintain class certification,
11 overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully
12 navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour and class
13 action litigation. The high quality of the Class Counsel's work in this case was mandated by the vigorous
14 defense presented by counsel for Defendant. Over the last years of litigation, Class Counsel was required
15 to invest substantial time and resources in investigation, litigation, the determination of potential damages
16 and communicating with and responding to opposing counsel's and class members' requests and
17 inquiries.

18 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
19 compensable hourly work on other cases to devote the necessary time and resources to this contingent
20 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
21 fee work in this case which could potentially have paid nothing.

22 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
23 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
24 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
25 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
26 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
27 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
28 Counsel advanced more than \$30,000 in costs which could not have been recovered if this case had been

1 lost, and some of which will not be recovered due to the cap on costs in the Settlement. The Plaintiff also
2 undertook the risk of liability for Defendant's costs had this case not succeeded, as well as other potential
3 negative financial ramifications from having sued Defendant on behalf of the Class. Accordingly, the
4 contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiff also supports the
5 requested awards.

6 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
7 reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
8 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$666,666 is
9 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
10 **records for Class Counsel evidence that through September 10, 2024, Class Counsel's total lodestar**
11 **is \$189,118.75**, with significant additional fees still to be incurred to complete final approval and the
12 settlement process. The requested fee award is therefore currently equivalent to Class Counsel's total
13 lodestar without a multiplier, and there will be additional lodestar incurred by Class Counsel to complete
14 the settlement process and manage the settlement distribution and reports. Such a lodestar cross-check
15 multiplier is below the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino*.⁴ As
16 evidenced by the billing, Class Counsel's work was efficiently performed and highly successful, and
17 Class Counsel should not be punished for efficient and successful litigation. As a result, this Court may
18 conclude that the requested award is fair and reasonable and is justified under California law.⁵

19
20 ⁴ See *Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 487 (2016) (approving 1/3 fee award with
21 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
22 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182
23 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and
24 affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers
25 can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th
26 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162
27 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4);
28 *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by
2.26 multiplier).

⁵ Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates
have been approved by Court's throughout California, including the Courts in the Superior Court of
California. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
comparing such rates with the rates of comparable counsel practicing complex and class litigation as

1 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
2 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule
3 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
4 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class
5 Counsel has prosecuted this case on a contingency basis for over a year. Indeed, if counsel is not
6 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
7 discouraged from prosecuting similar cases.

8 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
9 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
10 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
11 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
12 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
13 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
14 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
15 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
16 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
17 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
18 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
19 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
20 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
21 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
22 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
23 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
24 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
25

26 detailed in the National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct*
27 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775
28 average billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are
reasonable rates when compared within 21 other firms practicing in the Southern District of California.).

1 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
2 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
3 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
4 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
5 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
6 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
7 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
8 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
9 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
10 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
11 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
12 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
13 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
14 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
15 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
16 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
17 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
18 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
19 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
20 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
21 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
22 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
23 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
24 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
25 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
26 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
27 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
28 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in

1 a wage and hour class settlement.

2 12. **The contemporaneous billing records for Class Counsel evidence that through**
3 **September 10, 2024, Class Counsel’s total lodestar is \$189,118.75**, with significant additional fees still
4 to be incurred to complete final approval and the settlement process. From September 20, 2022 to
5 September 10, 2024, my firm worked on this matter for over 246 hours on this matter, with hourly rates
6 for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount
7 of \$189,118.75. The requested fee award is therefore less than Class Counsel’s lodestar, representing a
8 “negative lodestar”, and there will be additional lodestar incurred by Class Counsel to complete the
9 settlement process and manage the settlement distribution and reports. A detailed breakdown of the total
10 fees and the services performed by the firm on this case is attached hereto as Exhibits #3. In addition,
11 Class Counsel will be performing additional work that is not included in this lodestar amount, including
12 finalizing the final approval motion, attending the hearing on final approval, and monitoring completion
13 of the settlement process. I expect this additional work will result in \$10,000 to \$20,000 in additional
14 lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in
15 the local legal community for similar work and, if this were a commercial matter, these are the charges
16 that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix
17 with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the
18 current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court’s
19 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
20 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally appear
21 reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District of
22 California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by
23 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
24 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
25 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average
26 billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates
27 when compared within 21 other firms practicing in the Southern District of California.) This survey is
28 useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that

1 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
2 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
3 who is opposing counsel in many cases prosecuted by Class Counsel, in years past charged rates as high
4 as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these
5 types of cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates.
6 Thus, the rates charged by Class Counsel for comparable work are less than these examples, and are
7 therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is
8 supported by the currently lodestar incurred, and is below the multipliers approved in other cases. The
9 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

11 Litigation Expenses

12 13. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a “Class
13 Counsel Litigation Expenses Payment of not more than \$32,000.” Class Counsel requests reimbursement
14 for incurred litigation expenses and costs in the amount of \$30,172.88. Class Counsel have incurred
15 \$30,172.88 based upon counsel’s billing records; therefore, this requested amount is equal to the amount
16 actually incurred by Class Counsel. These litigation expenses include the expenses incurred for filing
17 fees, mediation expenses, expert expenses (Berger Consulting), and attorney service charges (Knox,
18 OneLegal, File&Serve Express), and research charges (LexisNexis), all of which are costs normally billed
19 to and paid by the client. The details of the litigation expenses incurred are set forth in Exhibits #3.
20 These costs were reasonably incurred in the prosecution of the Action.

22 Service Award

23 14. For her service as the only class representative, Plaintiff should be awarded the agreed
24 service award of \$10,000 in accordance with the Agreement for her time, risk and effort expended on
25 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
26 payment and there have been no objections to the requested service award. The declarations of Plaintiff
27 in support of this request are attached hereto as Exhibit #5. As the representative of the Class, Plaintiff
28 performed her duties to the Class admirably and without exception. Plaintiff worked extensively with

1 Class Counsel during the course of the litigation, responding to numerous requests, searching for
2 documents, working with counsel, and reviewing the settlement documentation. The declaration of
3 Plaintiff details the involvement, stress and risks she undertook as a result of this Action. The Plaintiff
4 also assumed the serious risk that she might possibly be liable for costs and fees to Defendant, as well
5 as the reputational risk of being “blacklisted” by other future employers for having filed a class action on
6 behalf of fellow former employees. Without the Plaintiffs’ participation, cooperation and information,
7 no other employees would be receiving any benefit. The payment of service awards to successful class
8 representatives is appropriate and the amount of \$10,000 is well within the currently awarded range for
9 similar settlements. Notably, this service award compares favorably to the settlement payments to the
10 Class, which are as high as \$10,000. The requested awards are also reasonable by reference to the
11 amounts that other California courts have found to be reasonable in wage and hour class action
12 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.
13 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
14 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
15 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
16 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,
17 *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
18 action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
19 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D.
20 Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of
21 bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52
22 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life*
23 *& Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding
24 \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D.
25 Cal. Mar. 17, 2011) (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*,
26 Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service
27 award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
28 Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int’l, LLC*, Case

1 No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three
2 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
3 County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
4 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000
5 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
6 Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
7 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service
8 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
9 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case
10 No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
11 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
12 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
13 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
14 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
15 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
16 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
17 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
18 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
19 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
20 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
21 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
22 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
23 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
24 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
25 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
26 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
27 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
28 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*

1 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
2 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
3 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
4 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
5 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
6 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
7 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
8 (awarding \$10,000 service award).

9 15. The requested service award is also reasonable in light of the reputational risk that Plaintiff
10 assumed in bringing this action against her former employer. Plaintiff put her future employment
11 prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on
12 the internet and may become known to prospective employers when evaluating" them for employment.
13 *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011).
14 Employers routinely screen employee candidates to determine whether they have ever filed a suit against
15 other employers, allowing them to screen out the litigious candidates. An entire industry exists that
16 allows employers to run extensive background searches on potential employees. Companies who provide
17 these services specifically highlight the fact that their services allows employers to weed out litigious
18 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
19 prospective employee is likely to sue" the employer, through background checks and other means, to
20 screen out these employees.⁶ Onicra Credit Rating Agency states: "Background screening has become
21 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
22 culture, employers simply cannot afford to hire employees who will put their company at risk."⁷
23 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
24 extremely competitive and highly litigious, conducting pre employment background checks has become
25

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27 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

28 ⁷ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

1 a necessity.”⁸

2 16. As a result, Class Counsel respectfully requests approval of the application for award of
3 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
4 expenses in the amount of \$30,172.88, and approval of the requested service awards to the Plaintiff.

5 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
6 The Class Counsel Fees Payment awarded shall be allocated entirely to Blumenthal Nordrehaug
7 Bhowmik De Blouw LLP.

8
9 I declare under penalty of perjury under the laws of the State of California that the foregoing is
10 true and correct. Executed this 10th day of September, 2024, at San Diego, California.

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12 
13 NORMAN B. BLUMENTHAL

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28 ⁸ <https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/>.

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

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Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

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Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

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75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Maya Amerson (“Plaintiff”) and defendant Reddit, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Amerson v. Reddit, Inc.*, Case No. CGC-22-603466, initiated on December 13, 2022 and pending in Superior Court of the State of California, County of San Francisco.
- 1.2. “Administrator” means Apex Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or were employed by Defendant in California during the PAGA Period that either 1) were classified as non-exempt, or 2) whose positions were classified as exempt during the PAGA Period but were re-classified as non-exempt during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in the State of California during the Class Period that either 1) were classified as non-exempt, or 2) whose positions were classified as exempt during the Class Period but were re-classified as non-exempt during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social

Security number, number of Workweeks and PAGA Pay Periods where feasible (and hire and termination dates to calculate workweeks where workweek/pay period numbers are not provided), whether the Class Member has a Safeguard Claim, dates of employment and dates regarding the periods of time the Class Member was classified as exempt and/or non-exempt.

- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from December 13, 2018 through the date of Preliminary Approval or March 31, 2024, whichever is earlier.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of San Francisco.
- 1.17. “Defendant” means Reddit, Inc.
- 1.18. “Defense Counsel means P. Dustin Bodaghi, Sophia B. Collins, and Jennifer W. Maguire of Littler Mendelson, P.C.
- 1.19. “Effective Date” means the date by which all of the following have occurred: (a) the Court enters a Judgment on it Order Granting Final Approval of the Settlement; (b) the Judgment is final; and (c) ninety (90) days have passed and the period of time to

appeal has lapsed. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, ninety (90) days after the Court enters Judgment and time to appeal lapses; (b) if one or more Participating Class Member objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

1.22. “Gross Settlement Amount” means Five Hundred and Twenty-Five Thousand Dollars (\$525,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the

LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from November 2, 2021 through the earlier of March 31, 2024 or the date of Preliminary Approval.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s November 2, 2022 letter to Defendant and the LWDA and Plaintiff’s February 29, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,750) and the 75% to LWDA (\$11,250) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Maya Amerson, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means the claims being released as described in paragraph 6.2 below, including all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint with occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
- 1.39. “Released PAGA Claims” means the claims being released as described in 6.3 below, including all PAGA claims during the PAGA period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period.

- 1.40. “Released Parties” means: Defendant and all of Defendant's past, present and future subsidiaries, affiliates, shareholders, owners, members, agents, predecessors, successors, attorneys, acquirers, parent, related entities, officers, directors, shareholders, employees, agents, principals, representatives, accountants, auditors, consultants, insurers and reinsurers and assigns.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. “Workweek” means (a) for any time periods where Class Members were classified as non-exempt, the number of weeks in which the Class Members worked on one or more calendar days; and (b) for any time periods where Class Members were classified as exempt, workweeks will be based on the workweek/pay period counts provided by Defendant where feasible, and calculated using the start and end dates during which time the Class Members were classified as exempt during the Class Period where workweek/pay period numbers are not provided.

2. RECITALS

- 2.1. On December 13, 2022, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of San Francisco. Plaintiff’s Complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.
 - (h) Failed to provide wages when due in violation of California Labor Code §§ 201,

202 and 203;

- (i) Failed to pay sick wages in violation of California Labor Code §§ 201-203, 233, 246;
- (j) Discrimination and retaliation in violation of FEHA;
- (k) Failed to engage in the interactive process in violation of California Government Code § 12940(n);
- (l) Failure to provide reasonable accommodation in violation of California Government Code § 12940(m); and,
- (m) Constructive discharge and other adverse employment actions in violation of Public Policy.

2.2. On March 24, 2023, Plaintiff filed a First Amended Complaint adding a cause of action against Defendant for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

2.3. On March 15, 2024, the Parties filed a Stipulation for Leave to File a Second Amended Complaint adding class and PAGA claims regarding individuals whose positions were re-classified as non-exempt during the Class Period (i.e., who were allegedly misclassified), as well as claims on behalf of Class Members in the positions of Anti-Evil Operations Specialist and Anti-Evil Operations Specialists II under the Unfair Competition Claim on the basis that they allegedly were exposed to disturbing images and sounds without adequate safeguards (the “Safeguard Claim”). The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

2.4. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.5. On December 15, 2023, the Parties participated in an all-day mediation presided over by Tripper Ortman, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.6. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.7. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties

agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

- 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$525,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. In addition, Plaintiff is separately settling her claims for (a) Discrimination and retaliation in violation of FEHA, (b) Failure to engage in the interactive process in violation of California Government Code § 12940(n), (c) Failure to provide reasonable accommodation in violation of California Government Code § 12940(m); and, (d) Constructive discharge and other adverse employment actions in violation of Public Policy alleged in the Operative Complaint ("Plaintiff's Individual Claims"). The payment for the settlement of Plaintiff's Individual Claims are not being made in consideration of the settlement and dismissal of the Class and PAGA claims in the Action.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$175,000, and a Class Counsel Litigation Expenses Payment of not more than \$32,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$9,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$9,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000 to be paid from the Gross Settlement Amount, with 75% (\$11,250) allocated to the LWDA PAGA Payment and 25% (\$3,750) allocated to the Individual PAGA Payments.
- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment will be calculated as follows: Payment will first be made to the Participating Class Members with the Safeguard Claim in the amount of \$3,500 each and then payment will be made to the Participating Class Members for time periods classified as non-exempt based on the number of verified Workweeks spent by the Participating Class Members in Defendant's employ. As to the Participating Class Members allegedly misclassified during a portion of the Class Period as exempt, Workweeks for such exempt time

periods shall be calculated based on the workweek/pay period counts provided by Defendant where feasible, and calculated using the start and end dates during which time the Class Members were classified as exempt during the Class Period where workweeks/pay periods are not provided.

- i. Tax Allocation of Individual Class Payments. 33.33% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 66.67% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 120 Class Members (including an estimated 9 Class Members with a Safeguard Claim) who collectively worked a total of 12,558 Workweeks, and 107 Aggrieved Employees who worked a total of 3,605 PAGA Pay Periods.
- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments (including payments made to the Participating Class Members with the Safeguard Claim in the amount of \$3,500 each), all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).].
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

- 6. RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- (a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- (b) Plaintiff's Other Claim. Plaintiff represents that she has claims against Defendant other than the Class claims and PAGA claims. Plaintiff is separately settling Plaintiff's Individual Claims. Class Counsel will be filing a declaration with the Court affirming that the consideration given for the dismissal of Plaintiff's Individual Claims is unrelated to and separate from the settlement of her Class claims and PAGA claims and is based on separate facts and claims. Pursuant to the individual settlement agreement with Plaintiff, the declaration shall not include the amount of consideration provided to Plaintiff for the dismissal of her Individual Claims, and if required by the Court, any documentation regarding the amount of consideration shall be filed under seal.

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims, including all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including, e.g., (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to

Provide Required Meal Periods; (5) Failure to Provide Required Rest Periods; (6) Failure to Provide Accurate Itemized Statements; (7) Failure to Reimburse Employees for Required Expenses; (8) Failure to Provide Wages When Due; and (9) Failure to Pay Sick Pay Wages.

6.3. Release of PAGA Claims. All Aggrieved Employees, the State of California, and the LWDA are deemed to release, discharge, compromise, and relinquish on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the all PAGA claims that were alleged, or reasonably could have been alleged, based on the facts in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period, including any and all claims for PAGA penalties involving any allegations that Defendant failed to pay all wages due (including minimum wages, regular wages, sick pay, vacation, paid time off and overtime wages); failed to provide legally-compliant meal and rest breaks and failed to pay premium pay for missed, late, interrupted or short meal and rest breaks; failed to timely pay all earned wages and compensation; failed to provide timely final pay; failed to provide accurate itemized wage statements; failed to reimburse employees for required expenses; and failed to pay sick leave, at any time during the PAGA Period. The Aggrieved Employees shall release their PAGA claims, to the extent they have any interest, in their entirety and may not opt out of the PAGA release.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.

7.1. Defendant’s Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations

(Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each

Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. Should the qualifying Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e., if the Workweeks exceed 13,813) through the date of Preliminary Approval, Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of Workweeks reached 13,813, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase

in number of Workweeks worked by the Class Members above the 10% (i.e., if there was an 11% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%). With regarding the Safeguard Claim, if the number of Class Members with a Safeguard Claim exceeds 10 people through the date of Preliminary Approval, then Defendant at its option can choose to either: (1) cut off the end date for the Class Period with regarding the Safeguard Claim at the date 10 Class Members in California are reached with regard to the Safeguard Claim, or (2) increase the amount allocated to the settlement of the Safeguard Claim in proportion to the number of additional Class Members at issue beyond 10 individuals (i.e. for each individual with a Safeguard Claim over 10 individuals, Defendant may choose to add them to the settlement of this claim at \$3,500 per person).

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P.

section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no

bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data. Plaintiff's counsel will confirm in writing to Defendant's counsel that all paper and electronic versions of Class Data received from Defendant have been destroyed.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement

falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

P. Dustin Bodaghi
Littler Mendelson, P.C.
18565 Jamboree Road, Suite 800
Irvine, CA 92612
Tel: (949) 705-3000
Fax: (949) 724-1201
E-Mail: dbodaghi@littler.com

Sophia B. Collins
Littler Mendelson, P.C.
1255 Treat Blvd., Suite 600
Walnut Creek, CA 94597
Tel: (925) 932-2468
Fax: (415) 358-5784
E-Mail: scollins@littler.com

Jennifer W. Maguire
Littler Mendelson, P.C.
333 Bush Street, 34th Floor
San Francisco, CA 94104
Tel: (415) 433-1940
Fax: (415) 520-9825
E-Mail: jmaguire@littler.com

- 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of

them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on December 15, 2023 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Apr 9, 2024

Maya Amerson
Maya Amerson (Apr 9, 2024 13:07 PDT)
Plaintiff Maya Amerson

Dated: April 9, 2024

DocuSigned by:
Sedric Bailey
A0E1CD6544B64B4
Sedric Bailey [name]
For Defendant Reddit, Inc.

Dated: 4/9/24

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 4/10/24

Dustin Bodaghi
Dustin Bodaghi
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

***Amerson v. Reddit, Inc., Superior Court of the State of California,
County of San Francisco, Case No. CGC-22-603466***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Reddit, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Maya Amerson (“Plaintiff”) and seeks payment of (1) wages and other relief for the Class of all individuals who are or previously were employed by Defendant in the State of California during the Class Period that either (i) were classified as non-exempt, or (ii) whose positions were classified as exempt during the Class Period but were re-classified as non-exempt during the Class Period which is December 13, 2018 through March, 31, 2024 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all individuals who are or were employed by Defendant in California during the PAGA Period that either (i) were classified as non-exempt, or (ii) whose positions were classified as exempt during the PAGA Period but were re-classified as non-exempt during the PAGA Period which is November 2, 2021 through March 31, 2024 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding) and your share of the PAGA Penalties is estimated to be <<\$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your share of the PAGA Penalties, then according to Defendant’s records you are not eligible for share of the PAGA Penalties under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 6 of this Class Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not 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 Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and in exchange requires Class Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and a share of the PAGA Penalties if eligible. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described below in Section 5 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 8 of this Class Notice. However, you cannot opt-out of the PAGA portion of the proposed

	Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline ()	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 9 of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, in Department 306 before Judge Daniel Flores. This hearing may change as explained below in Section 10. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 10 of this Class Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline ()	The amount of your Individual Class Payment and your share of the PAGA Penalties (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 6 of this Class Notice.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Francisco (the “Court”), has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendant in the State of California during the Class Period that either (1) were classified as non-exempt, or (2) whose positions were classified as exempt during the Class Period but were re-classified as non-exempt during the Class Period.

The “Class Period” is December 13, 2018 through March 31, 2024.

2. What is this action/lawsuit about?

Plaintiff is a former employee of Defendant. On December 13, 2022, Plaintiff filed a class action complaint against Defendant in the Superior Court of the State of California, County of San Francisco (“Action”). Plaintiff asserted the following class claims against Defendants: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to pay sick wages. On March 24, 2023, Plaintiff filed a First Amended Complaint adding a cause of action against Defendant for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

As part of the Settlement, the Parties agree to stipulate to the filing of a Second Amended Complaint in the Class Action that added class and PAGA claims regarding individuals whose positions were re-classified as non-exempt during the Class Period (i.e., who were allegedly misclassified), as well as claims on behalf of Class Members in the positions of Anti-Evil Operations Specialist and Anti-Evil Operations Specialists II under the Unfair Competition Claim on the basis that they allegedly were exposed to disturbing images and sounds without adequate safeguards (the “Safeguard Claim”). The Second Amended Complaint, which was filed on March 21, 2024 is the operative complaint in the Action and is referred to as the “Operative Complaint”.

Defendant strongly denies violating any laws or failing to pay wages and contends that it complied with all applicable laws, denies that it has done anything wrong, and disputes all of the claims in the Action. Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiff or any Class Members any wages allegedly due at the time of their termination; the Defendant did not fail to reimburse Class Members for required expenses; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

3. What does it mean that the action has settled?

The Court has made no determination whether Defendant or Plaintiff is correct on the merits. While the case was ongoing, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive, inconvenient, and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. On _____, 2024, the Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

4. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to deposit the amount of Five Hundred Twenty-Five Thousand Dollars (\$525,000) (the “Gross Settlement Amount”) into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fully fund the Gross Settlement Amount within 30 days of the Effective Date. The “Effective Date” is 90 days after the date the final Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$9,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals

\$175,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$32,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. Class Representative Service Payment in an amount not more than \$10,000 to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$15,000 relating to Plaintiff's claim under PAGA, \$11,250 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$3,750 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (November 2, 2021 through March 31, 2024).

Participating Class Members have the right to object to any of these deductions, except for the PAGA Penalties payments. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$284,000. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. An Individual Class Payment will be calculated as follows: Payment will first be made to the estimated nine (9) Participating Class Members with the Safeguard Claim in the amount of \$3,500 each. The remainder of the Net Settlement Amount will be allocated to the Participating Class Members for time periods classified as non-exempt based on the number of verified Workweeks spent by the Participating Class Members in Defendant's employ. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has

changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. 33.33% of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. 66.67% of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member should consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, Apex Class Action (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

5. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendants, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors,

and assigns, release Released Parties from the Released Class Claims, including all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including, e.g., (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Required Meal Periods; (5) Failure to Provide Required Rest Periods; (6) Failure to Provide Accurate Itemized Statements; (7) Failure to Reimburse Employees for Required Expenses; (8) Failure to Provide Wages When Due; and (9) Failure to Pay Sick Pay Wages. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendants, all Aggrieved Employees, the State of California, and the LWDA are deemed to release, discharge, compromise, and relinquish on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the all PAGA claims that were alleged, or reasonably could have been alleged, based on the facts in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period, including any and all claims for PAGA penalties involving any allegations that Defendant failed to pay all wages due (including minimum wages, regular wages, sick pay, vacation, paid time off and overtime wages); failed to provide legally-compliant meal and rest breaks and failed to pay premium pay for missed, late, interrupted or short meal and rest breaks; failed to timely pay all earned wages and compensation; failed to provide timely final pay; failed to provide accurate itemized wage statements; failed to reimburse employees for required expenses; and failed to pay sick leave, at any time during the PAGA Period. The Aggrieved Employees shall release their PAGA claims, to the extent they have any interest, in their entirety and may not opt out of the PAGA release.

Released Parties. The Released Parties are: Defendant and all of Defendant's past, present and future subsidiaries, affiliates, shareholders, owners, members, agents, predecessors, successors, attorneys, acquirers, parent, related entities, officers, directors, shareholders, employees, agents, principals, representatives, accountants, auditors, consultants, insurers and reinsurers and assigns.

6. How much will my payment be?

Defendant's records reflect that you worked <<____>> Workweeks during the Class Period (December 13, 2018 through March 31, 2024). [In addition – you are a Class Member with a Safeguard Claim which entitles you to a payment of \$3,500].

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

[Defendant's records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (November 2, 2021 through March 31, 2024). Based on this information your estimated Individual PAGA Payment is <<_____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents (pay stubs or other records), to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek 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.

7. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action _____ (800) _____.

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately four months after this hearing. If there are objections or appeals, resolving them can take time, often more than a year. Please be patient.

8. How Do I Opt-Out Of The Class Settlement?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement no later than the Response Deadline, which is _____. You may also fax your request to opt out to _____ or email the request to opt out to _____ by no later than the Response Deadline. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Amerson v. Reddit, Inc.*, Case No. CGC-22-603466, San Francisco County Superior Court, and include your identifying information (full name, address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by _____, or it will be

invalid. If sending by mail, the request must be postmarked by _____, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

9. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and the amount Class Counsel is requesting for attorneys' fees and litigation expenses and the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website _____ or on the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-603466.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Attorneys' Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Amerson v. Reddit, Inc.*, Case No. CGC-22-603466, San Francisco County Superior Court, and include your name, current address, email or telephone number, and approximate dates of employment with Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, as a Participating Class Member, you can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>. Check the Court's website for the most current information. See Section 10 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

10. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 306 of the Superior Court of California, County of San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, before Judge Daniel Flores. 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, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend). Check the Court's website for the most current information: <https://www.sfsuperiorcourt.org/>.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. In addition, hearing dates are posted on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-603466.

11 How Can I Get More Information?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-603466. Documents will also be posted on the Administrator's website: _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. If you wish to view the Court files in person, you should go to the Clerk's Office at the Civic Center Courthouse, 400 McAllister St., Room 103, San Francisco, CA 94102.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

ADMINISTRATOR:

Name of Company: Apex Class Action

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

12. What If I Lose My Settlement Check?

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 at https://www.sco.ca.gov/upd_msg.html for instructions on how to retrieve the funds.

13. What If I Change My Address?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

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,

Plaintiffs,

v.

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

Defendants.

CASE NO.: **CGC-22-603466**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Daniel A. Flores
Dept.: 306

Action Filed: December 13, 2022
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Daniel A. Flores of the Superior Court of the State
2 of California, in and for the County San Francisco, on _____[DATE], for the motion by
3 Plaintiff Maya Amerson (“Plaintiff”) for preliminary approval of the class settlement with
4 Defendant Reddit, Inc. (“Defendant”). The Court, having considered the briefs, argument of
5 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
6 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

7 **IT IS HEREBY ORDERED:**

8 1. The Court preliminarily approves the Class Action and PAGA Settlement
9 Agreement (“Agreement”) submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in
10 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This
11 preliminary approval is based on the Court’s determination that the Settlement set forth in the
12 Agreement is within the range of possible final approval, pursuant to the provisions of section 382
13 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

14 2. This Order incorporates by reference the definitions in the Agreement, and all
15 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

16 3. The Gross Settlement Amount is Five Hundred Twenty-Five Thousand Dollars
17 (\$525,000). It appears to the Court on a preliminary basis that the settlement amount and terms
18 are fair, adequate and reasonable as to all potential Class Members when balanced against the
19 probable outcome of further litigation and the significant risks relating to certification, liability and
20 damages issues. It further appears that investigation and research have been conducted such that
21 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
22 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
23 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
24 It further appears that the Agreement has been reached as the result of serious and non-collusive,
25 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
26 adequate, and reasonable when balanced against the probable outcome of further litigation and the
27 significant risks relating to certification, liability, and damages issues.

28 **PRELIMINARY APPROVAL ORDER**

1 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
2 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed Thirty-Two
3 Thousand Dollars (\$32,000), and a proposed Class Representative Service Payment to the Plaintiff
4 in an amount not to exceed Ten Thousand Dollars (\$10,000) The Court will not approve the
5 amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval
6 Hearing. Plaintiff will be required to present evidence supporting these requests prior to final
7 approval.

8 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
9 certification of a class for settlement purposes only. This stipulation will not be deemed
10 admissible in this or any other proceeding should this Settlement not become final. For settlement
11 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
12 previously were employed by Defendant in the State of California during the Class Period that
13 either (i) were classified as non-exempt, or (ii) whose positions were classified as exempt during
14 the Class Period but were re-classified as non-exempt during the Class Period." The Class Period
15 is December 13, 2018 through March, 31, 2024.

16 6. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class;
22 (d) the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a
23 class action is superior to other available methods for the efficient resolution of this controversy;
24 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an
25 adequate representative of the Class.

26 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
28

PRELIMINARY APPROVAL ORDER

1 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

2 8. The Court hereby approves, as to form and content, the Court Approved Notice of
3 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), submitted
4 as Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and
5 accurately inform the Class of all material elements of the proposed Settlement, of the Class
6 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
7 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
8 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
9 and this Order meets the requirements of due process, is the best notice practicable under the
10 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
11 Court orders the mailing of the Class Notice Packet pursuant to the terms set forth in the
12 Agreement. If a Class Notice Packet is returned because of an incorrect address, the Settlement
13 Administrator will promptly search for a more current address for the Class Member and re-mail
14 the Class Notice Packet to the Class Member no later than seven (7) days after the receipt of the
15 undelivered Class Notice.

16 9. The Court hereby appoints Apex Class Action as Administrator for the Settlement.
17 No later than thirty (30) calendar days after issuance of this Order, Defendant shall provide an
18 electronic spreadsheet with the Class Data to the Administrator. This information will otherwise
19 remain confidential and will not be disclosed to anyone, except as required to applicable taxing
20 authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s express
21 written authorization or by order of the Court. The Administrator will perform address updates
22 and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it
23 as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
24 Data spreadsheet, the Administrator will mail the Class Notice Packet to all Class Members via
25 first-class U.S. Mail.

26 10. The Court hereby preliminarily approves the proposed procedure for exclusion
27 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
28

PRELIMINARY APPROVAL ORDER

1 from the Class as provided in the Class Notice by following the instructions set forth in the Class
2 Notice. All requests for exclusion must be postmarked by no later than the Response Deadline,
3 which is sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class
4 Members. If the Class Notice Packet is re-mailed, this Response Deadline will be extended an
5 additional fourteen (14) calendar days. Any person who chooses to opt-out of and be excluded
6 from the Class will not be entitled to any recovery under the Settlement and will not be bound by
7 the Settlement or have any right to object, appeal or comment thereon. Aggrieved Employees shall
8 be sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA
9 Claims regardless of whether they opt-out of the Class. Class Members who have not requested
10 exclusion shall be bound by all determinations of the Court, the Agreement, and the Judgment. A
11 request for exclusion applies only to the individual submitting the request for exclusion, and any
12 attempt to effect an opt-out on behalf of any other individual or individuals (including a group,
13 class, or subclass of individuals) is not permitted and will be deemed invalid.

14 11. Any Class Member who has not opted-out may appear at the Final Approval
15 Hearing and may object or express the Member's views regarding the Settlement and may present
16 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
17 and determined by the Court as provided in the Class Notice. Class Members will have until the
18 Response Deadline set forth in the Class Notice to submit their written objections to the
19 Settlement Administrator in accordance with the instructions in the Class Notice. If the Class
20 Notice is re-mailed, the Response Deadline will be extended an additional fourteen (14) calendar
21 days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
22 objection.

23 12. A Final Approval Hearing shall be held before this Court on _____
24 _____ at _____ in Department _____ at the Civic Center Courthouse of the San
25 Francisco County Superior Court to determine all necessary matters concerning the Settlement,
26 including: whether the proposed settlement of the Action on the terms and conditions provided for
27 in the Agreement is fair, adequate and reasonable and should be finally approved by the Court;

28
PRELIMINARY APPROVAL ORDER

1 whether the Final Approval Order and Judgment should be entered herein; whether the plan of
2 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the
3 Class Members; and to finally approve attorneys' fees and costs, the service award, and the
4 expenses of the Administrator. The motion for final approval and for attorneys' fees, costs and
5 service award shall be filed with the Court and served on all counsel no later than sixteen (16)
6 court days before the hearing and shall be heard at the Final Approval Hearing.

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

19 14. In the event the Settlement does not become effective in accordance with the terms
20 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
21 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
22 and the Parties shall revert to their respective positions as of before entering into the Agreement,
23 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
24 including all available defenses and affirmative defenses, and arguments that no claim in the
25 Action could be certified as a class action and/or managed as a representative action. In such an
26 event, the Court's orders regarding the Settlement, including this Order, shall not be used or
27 referred to in litigation or otherwise for any purpose.

28
PRELIMINARY APPROVAL ORDER

1 15. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and all dates provided for in the Agreement without further notice to Class Members and
3 retains jurisdiction to consider all further applications arising out of or connected with the
4 proposed Settlement.

5 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
6 further orders of the Court at the Final Approval Hearing.

7 **IT IS SO ORDERED.**

8
9 Dated: _____

HON. DANIEL A. FLORES
JUDGE, SUPERIOR COURT OF CALIFORNIA

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PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

Exhibit C-1

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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:

Hearing Time:

Judge: Daniel A. Flores

Dept.: 306

Action Filed: December 13, 2022

Trial Date: Not set

Exhibit C-1

On _____, 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 the Administrator.

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

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

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

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

2. The Administrator received ____ valid requests for exclusion from the Class. [The individuals who timely submitted valid requests for exclusion are _____.]

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

4. Pursuant to the Preliminary Approval Order, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) was sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the Settlement, their right to receive an Individual Class Payment, their right to comment on or object

Exhibit C-1

1 to the Settlement or to opt-out of the Settlement and pursue their own remedies, and their right to
2 appear in person or remotely or by counsel at the Final Approval Hearing and be heard regarding
3 final approval of the Settlement. Adequate periods of time were provided by each of these
4 procedures to provide notice of their rights and time for Class Members to act with respect to these
5 rights. _____ objected to the Settlement as part of this notice process or stated an intent to
6 appear at the final approval hearing. [The Court overrules the objections raised by objecting
7 Participating Class Members.]

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

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

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

Exhibit C-1

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

5 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
6 Code §§ 2699(1)(2), (1)(4), the LWDA has been given notice of the Settlement. Pursuant to PAGA,
7 on the date the Plaintiff filed the motion seeking approval of the Settlement with the Court,
8 Plaintiff served the LWDA with the motion which included a copy of the Agreement. The Court
9 finds and determines that the notice of the Settlement complied with the statutory requirements of
10 PAGA.

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

18 11. The Court finds and determines that the fees and expenses of Apex Class Action
19 in administrating the settlement, in the amount of \$_____, are fair and reasonable. The
20 Court hereby grants final approval to such amount and orders that the payment of approximately
21 that amount be paid out of the Gross Settlement Amount in accordance with the Agreement.

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

27 13. Pursuant to the authorities and argument presented to the Court, the Court approves
28 the payment of attorneys' fees to Class Counsel in the sum of \$_____, plus costs and

Exhibit C-1

1 expenses in the amount of \$ _____. Said amount shall be paid from the Gross Settlement
2 Amount.

3 14. The Court orders that pursuant to the Settlement Agreement, and upon the funding
4 of the settlement by Defendant, (i) Plaintiff and all Class Members who have not been timely and
5 properly excluded from the Settlement Class, and any person acting on their behalf, are deemed to
6 have waived, released, and discharged, and are permanently barred from prosecuting the Released
7 Class Claims against Defendant and all of the Released Parties as fully set forth in the Settlement
8 Agreement and (ii) Plaintiff, all Aggrieved Employees, the State of California, and the LWDA are
9 deemed to have waived, released, and discharged, and are permanently barred from prosecuting the
10 PAGA Released Claims which occurred during the PAGA Period against Defendant and all of the
11 Released Parties as fully set forth in the Settlement Agreement.

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

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

26 17. Without affecting the finality of this order in any way, pursuant to California Code
27 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
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Exhibit C-1

interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

IT IS SO ORDERED.

Dated: _____

The Honorable Daniel A. Flores
Judge of the Superior Court

Exhibit C-2

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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] FINAL JUDGMENT

Hearing Date:

Hearing Time:

Judge: Daniel A. Flores

Dept.: 306

Action Filed: December 13, 2022

Trial Date: Not set

Exhibit C-2

1 The parties having settled this action and the Court having entered an Order Granting
2 Final Approval of Settlement and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Class Action and PAGA Settlement Agreement (the
5 “Agreement”) and the Order Granting Motion for Final Approval of Class Action Settlement
6 Plaintiff Maya Amerson (“Plaintiff”), and all members of the Class, shall take nothing by their
7 complaint(s) in this Action.

8 2. Without affecting the finality of this judgment in any way, pursuant to California
9 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
10 interpretation, administration, implementation, effectuation, and enforcement of this order and the
11 Settlement.

12 3. The Court finds that in consideration of Plaintiff’s awarded Class Representative
13 Service Payment, and the other terms and conditions of the Settlement, as of the date the Defendant
14 Reddit, Inc. (“Defendant”) fully funds the Gross Settlement Amount and funds all employer
15 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff generally
16 releases and discharges the Released Parties (as defined in the Agreement) from all claims,
17 transactions, or occurrences that occurred during the Class Period as fully set forth in the
18 Agreement.

19 4. The Court finds that in consideration for their Individual Class Payments, effective
20 on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
21 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
22 Participating Class Members, on behalf of themselves and their respective former and present
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
24 Parties from the Released Class Claims, including all claims that were alleged, or reasonably could
25 have been alleged, based on the Class Period facts stated in the Operative Complaint including,
26 e.g., (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure
27 to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Required Meal
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Exhibit C-2

1 Periods; (5) Failure to Provide Required Rest Periods; (6) Failure to Provide Accurate Itemized
2 Statements; (7) Failure to Reimburse Employees for Required Expenses; (8) Failure to Provide
3 Wages When Due; and (9) Failure to Pay Sick Pay Wages. Participating Class Members do not
4 release any other claims, including claims for vested benefits, wrongful termination, violation of
5 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
6 workers' compensation, or claims based on facts occurring outside the Class Period.

7 5. The Court finds that in consideration for the approved PAGA Penalties payment,
8 effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds
9 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
10 Aggrieved Employees, the State of California, and the LWDA are deemed to release, discharge,
11 compromise, and relinquish on behalf of themselves and their respective former and present
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
13 Parties from the all PAGA claims that were alleged, or reasonably could have been alleged, based
14 on the facts in the Operative Complaint and the PAGA Notices, which occurred during the PAGA
15 Period, including any and all claims for PAGA penalties involving any allegations that Defendant
16 failed to pay all wages due (including minimum wages, regular wages, sick pay, vacation, paid
17 time off and overtime wages); failed to provide legally-compliant meal and rest breaks and failed
18 to pay premium pay for missed, late, interrupted or short meal and rest breaks; failed to timely pay
19 all earned wages and compensation; failed to provide timely final pay; failed to provide accurate
20 itemized wage statements; failed to reimburse employees for required expenses; and failed to pay
21 sick leave, at any time during the PAGA Period.

22 6. The Parties shall bear his, her, its or their own respective attorneys' fees and costs
23 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of
24 Class Action Settlement, and this Judgment.

25 7. The Court enters final judgment in the Action in accordance with the Agreement
26 and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
27 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
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Exhibit C-2

1 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
2 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

3 8. Upon completion of administration of the settlement, the Settlement Administrator
4 will provide written certification of such completion to the Court and counsel for the parties. The
5 Court sets a compliance hearing date of _____, at _____ a.m. / p.m., and
6 the written certification of the Administrator shall be filed no later than fourteen (14) days before
7 this hearing.

8 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

9
10 Dated: _____

The Honorable Daniel A. Flores
Judge of the Superior Court

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 09/09/2024
Due On: 10/09/2024

Maya J. Amerson
420 Berry Street #21
San Francisco, CA 94158

CA2756

Reddit Inc.

Services

Type	Date	Notes	Quantity	Rate	Total
Service	09/20/2022	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Research Defendant's business operations in CA. Conference with Plaintiff to discuss workplace conditions and process of lawsuit.	4.10	\$850.00	\$3,485.00
Service	09/25/2022	Review and analyze DFEH and retaliation claims. Legal research regarding recent court opinions. Discuss facts with client. Review documents and emails from client supporting claims.	3.80	\$850.00	\$3,230.00
Service	10/15/2022	Review and analyze entire employment file for legal claims. Review paystubs for 226(a) and overtime violations. Legal research regarding the same. Conference with Plaintiff to discuss all claims and facts for complaint.	4.40	\$850.00	\$3,740.00
Service	10/22/2022	Draft complaint. Review and analyze facts and law.	4.50	\$850.00	\$3,825.00
Service	10/27/2022	Draft complaint. Review and revise meal and rest break allegations. Status update to Plaintiff.	4.30	\$850.00	\$3,655.00
Service	10/29/2022	Legal research regarding content moderators and employer's responsibilities under the law. Analyze recent court opinions and settlements. Review and analyze other lawsuits alleging same claims. Review Plaintiffs reports to management and DFEH claims.	3.90	\$850.00	\$3,315.00
Service	11/01/2022	Review and revise complaint. Send complaint to	2.80	\$850.00	\$2,380.00

Plaintiff for approval. Phone call to discuss claims.					
Service	11/02/2022	Review and research PAGA claims and penalties. Draft PAGA Notice and upload to LWDA. Status update to Plaintiff.	2.30	\$850.00	\$1,955.00
Service	11/03/2022	Review case file and complaint. Draft internal case notes memo detailing facts and violations.	2.10	\$850.00	\$1,785.00
Service	12/10/2022	Review notes, research and analysis from ND; evaluate claims and theories; review drafts complaint and PAGA Notice; provide input	1.75	\$950.00	\$1,662.50
Service	12/11/2022	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	12/11/2022	Review & analyze employment file documents/1198.5 response	2.50	\$675.00	\$1,687.50
Service	12/12/2022	Review, edit & finalize class action complaint draft	2.50	\$675.00	\$1,687.50
Service	12/13/2022	Drafts summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
Service	12/13/2022	Review & finalize class action complaint package; file in SF Sup. Ct.	0.70	\$675.00	\$472.50
Service	12/15/2022	Review court returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re class action	0.50	\$675.00	\$337.50
Service	12/16/2022	Review filed documents; review memo from RE	0.40	\$950.00	\$380.00
Service	12/22/2022	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
Service	12/28/2022	Revise complaint, advise ND	2.80	\$450.00	\$1,260.00
Service	01/10/2023	Draft PAGA only representative action complaint	4.50	\$675.00	\$3,037.50
Service	01/10/2023	Review PAGA Notice. Review and revise PAGA complaint. Discuss with R. Ehmann. Status update to Plaintiff.	2.00	\$850.00	\$1,700.00
Service	01/11/2023	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
Service	01/11/2023	Review & finalize paga complaint package; file in SF Sup. Ct.	0.60	\$675.00	\$405.00
Service	01/11/2023	Review draft PAGA complaint and emails from staff; advise RE	0.50	\$950.00	\$475.00
Service	01/12/2023	Review court-returned documents; review docket re PAGA action; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
Service	01/12/2023	Provide notice to LWDA; upload PAGA complaint to LWDA website per code; save confirmation for future	0.40	\$675.00	\$270.00

verification of notice to LWDA					
Service	01/18/2023	Prepare initial documents for service of process; prepare Notice & Acknowledgment of Receipt; email to d/c Sophia Collins; instruct staff to mail hard copy per code re class action	0.75	\$675.00	\$506.25
Service	01/18/2023	Prepare initial documents for service of process; prepare Notice & Acknowledgment of Receipt; email to d/c Sophia Collins; instruct staff to mail hard copy per code re paga action	0.75	\$675.00	\$506.25
Service	01/30/2023	Review legal and factual claims and analyze and strategize; telephonic conference with defense counsel re consolidation and mediation.	2.50	\$750.00	\$1,875.00
Service	02/10/2023	Prepare POS of summons; attach executed NAR; file POS of summons; memo to firm re post-service written discovery re class action	0.50	\$675.00	\$337.50
Service	02/10/2023	Prepare POS of summons; attach executed NAR; file POS of summons; memo to firm re post-service written discovery re paga action	0.50	\$675.00	\$337.50
Service	02/24/2023	Draft: draft stipulation re FAC; review FAC and revisions; review correspondence between parties and agreements re FAC; advise PM; correspondence to Def	1.50	\$750.00	\$1,125.00
Service	02/24/2023	Review status and analysis from staff; review draft stip and FAC; advise staff as to next steps	0.75	\$950.00	\$712.50
Service	02/28/2023	Review case status and case file; review Def. revisions to stip to file amended complaint; advise VR re the same.	0.50	\$750.00	\$375.00
Service	03/13/2023	Review and Revise: review court's orders and docket; review status of FAC; review correspondence from Def; review and revise proposed stipulations and proposed orders re FAC; advise PM	1.20	\$750.00	\$900.00
Service	03/13/2023	Review stip for leave to file FAC; advise team regarding filing of amended complaint.	0.50	\$750.00	\$375.00
Service	03/24/2023	Draft: draft request for dismissal; finalize; correspondence to Def	1.50	\$750.00	\$1,125.00
Service	04/28/2023	Review legal and factual claims; telephonic conference with defense counsel.	1.00	\$750.00	\$750.00
Service	04/28/2023	Draft: draft discovery; review complaint and case notes; advise PM	1.50	\$750.00	\$1,125.00
Service	05/01/2023	Evaluate case notes and complaint, review case status, review SFSC orders in prep for drafting CMC statement to the Court	1.00	\$550.00	\$550.00
Service	05/01/2023	Draft CMC Statement to the Court, review and finalize	0.50	\$550.00	\$275.00

Service	05/01/2023	Review case and discovery served to date, advise VR and PM re discovery, discussions with OPC and whether there is a possibility for mediation	0.50	\$550.00	\$275.00
Service	05/15/2023	Review case notes and documents and strategize re claims; telephonic conference with defense counsel re mediation and scope of mediation; draft confirmatory email.	1.50	\$750.00	\$1,125.00
Service	05/23/2023	Draft: draft request for dismissal; review and analyze the court's order re denial of request for dismissal; correspondence to Def	1.50	\$750.00	\$1,125.00
Service	05/25/2023	Review and Revise: review and revise request for dismissal; finalize; advise GG	0.60	\$750.00	\$450.00
Service	05/30/2023	Evaluate case and claims, research orders, ROA and PAGA Action Req. for Dismissal in preparation for drafting statement to the Court.	1.00	\$550.00	\$550.00
Service	06/01/2023	Review, analyze and organize Plaintiff's documents for purposes of creating an exhibit book	2.50	\$550.00	\$1,375.00
Service	06/01/2023	Review, analyze and organize 1198.5 documents and continue to evaluate claims and mediation timing for purposes of creating an exhibit book	2.50	\$550.00	\$1,375.00
Service	06/01/2023	Continue review of case and claims, draft correspondence to OPC requesting data and docs for mediation	1.00	\$550.00	\$550.00
Service	06/05/2023	Review and Analyze: review court's order; review request for dismissal; advise PM	1.20	\$750.00	\$900.00
Service	06/16/2023	Draft: draft motion for dismissal; review court's orders and local rules; advise AR	4.60	\$750.00	\$3,450.00
Service	06/20/2023	Review and Revise: review and revise motion for dismissal of action without prejudice; review court's orders and local rules; advise GG	1.20	\$750.00	\$900.00
Service	06/20/2023	Review status; review dismissal issues and emails.	0.30	\$950.00	\$285.00
Service	06/21/2023	Review and Revise: review and revise motion to dismiss; finalize; advise GG	1.10	\$750.00	\$825.00
Service	06/22/2023	Review sick pay and vacation pay claims. Legal research regarding the same. Status update to Plaintiff.	1.70	\$850.00	\$1,445.00
Service	06/27/2023	Receipt and Review of Correspondence: review correspondence between parties; review request for dismissal; review local rules and court's orders; advise PM	0.50	\$750.00	\$375.00
Service	06/29/2023	Review and Revise: review and revise motion to dismiss; review court's orders and local rules; advise GG and PM	1.00	\$750.00	\$750.00

Service	06/30/2023	Review status of action; review motion for dismissal and strategize re the same.	1.00	\$750.00	\$750.00
Service	07/18/2023	Review order granting complex designation and judges procedures re complex cases, set up file and serve xpress.	0.70	\$250.00	\$175.00
Service	07/21/2023	Draft, file and serve 170.6 challenge	1.00	\$675.00	\$675.00
Service	08/01/2023	Review and Analyze: review court's orders and docket; review CMC statement; review correspondence between parties; advise PM	0.70	\$750.00	\$525.00
Service	08/07/2023	Review tentative ruling re motion to dismiss; review status of action and strategize re legal and factual issues.	1.50	\$750.00	\$1,125.00
Service	08/08/2023	court appearance at motion to dismiss hearing; prepare for hearing; follow up	2.50	\$750.00	\$1,875.00
Service	09/05/2023	Review and Revise: review and revise CMC statement; review case notes and complaint; review documents; advise PM	0.60	\$750.00	\$450.00
Service	11/01/2023	Evaluate status of case and claims, review posture,	1.00	\$550.00	\$550.00
Service	11/01/2023	Analyze P's docs for retaliation and discrimination facts and evidence	1.00	\$550.00	\$550.00
Service	11/01/2023	Analyze P's wage statements and salary increases, review exempt v non-exempt timeline	1.00	\$550.00	\$550.00
Service	11/15/2023	conference of counsel regarding mediation data and production; review discovery and correspondence between parties; advise AJB, PM, and CJ	1.50	\$750.00	\$1,125.00
Service	11/15/2023	Review OPC correspondence, research positions related to sampling and COurt approval related to sampling, draft correspondence to OPC re sampling and class wide data	1.00	\$550.00	\$550.00
Service	11/15/2023	Review case file and discovery produced to date. Review and analyze all mediation data produced for mediation. Conference with Plaintiff to discuss claims and obtain settlement authority. Prepare for mediation.	4.90	\$850.00	\$4,165.00
Service	11/22/2023	Review and analyze all pay stub exemplars for wage statement and regular rate claims. Legal research regarding the same. Review Defendant's wage and hour written policy documents. Conference with Plaintiff to discuss status and obtain facts for mediation brief.	3.90	\$850.00	\$3,315.00
Service	11/28/2023	Continue evaluation of documents received to date from Defendant in preparation for mediation	1.00	\$550.00	\$550.00
Service	11/28/2023	Review facts and law - draft mediation brief.	5.90	\$850.00	\$5,015.00
Service	12/03/2023	Legal research regarding previous settlements with	2.70	\$850.00	\$2,295.00

		similar claims and workweeks for mediation valuation. Analyze case demographics.			
Service	12/04/2023	Review time and payroll records received to date, draft email to OPC re same, continue reviewing records for deficiencies	1.00	\$550.00	\$550.00
Service	12/04/2023	Review meal period policies received to date and annotate re same	1.00	\$550.00	\$550.00
Service	12/04/2023	Review policies for bonuses and review case notes and facts received to date and annotate re same	1.50	\$550.00	\$825.00
Service	12/04/2023	Analyze complaint and claims, analyze facts re wrongful term and harassment, review Plaintiff's documents re same in preparation for mediation	1.00	\$550.00	\$550.00
Service	12/04/2023	Review expert report and damage analysis. Review all mediation materials including briefs and exhibits attached thereto. Prepare for mediation.	2.70	\$850.00	\$2,295.00
Service	12/06/2023	Receipt and Review of Correspondence: receipt and review of correspondence from def; review documents; advise PM and CJ	0.40	\$750.00	\$300.00
Service	12/06/2023	Continue evaluation of pre mediation data and documents, annotate re meal and rest policies and bonus policies'	1.00	\$550.00	\$550.00
Service	12/06/2023	Continue evaluation of Plaintiff's documents in preparation for t/c with P	1.00	\$550.00	\$550.00
Service	12/06/2023	T/c with P	0.50	\$550.00	\$275.00
Service	12/06/2023	Review documents and analysis from staff; analyze claims and facts; provide input; review draft mediation brief and exhibits book; advise AJ	2.00	\$950.00	\$1,900.00
Service	12/07/2023	Prepare for T/C with plaintiff, review plaintiff's documents in file and emails re on-call work issue	1.00	\$550.00	\$550.00
Service	12/07/2023	T/C with Plaintiff, annotate in case notes	1.00	\$550.00	\$550.00
Service	12/07/2023	Continue evaluation of docs and data received to date, correspond with OPC and expert re same, continue making exhibits for the mediation	1.00	\$550.00	\$550.00
Service	12/07/2023	Evaluate October 2018 handbook for policies re meal and rest periods and bonuses for the mediation	1.00	\$550.00	\$550.00
Service	12/07/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	12/08/2023	Finalize and file mediation brief.	5.00	\$895.00	\$4,475.00
Service	12/14/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00

Service	12/15/2023	Prep/appear for mediation.	8.00	\$895.00	\$7,160.00
Service	12/15/2023	Review and analyze docs re settlement issues. Advise AJ.	2.75	\$995.00	\$2,736.25
Service	12/15/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	12/18/2023	Review draft MOU.	0.50	\$750.00	\$375.00
Service	12/18/2023	Review MOU, analyze, advise AJ.	2.00	\$995.00	\$1,990.00
Service	12/18/2023	Review/revise/send MOU back to Defendant	2.00	\$895.00	\$1,790.00
Service	12/18/2023	Review memo from AJ regarding mediation and results; analysis of settlement issues; review draft MOU; advise AJ	1.00	\$950.00	\$950.00
Service	12/20/2023	Draft/Review/revise/finalize joint CMC statement; review status of action and docket.	1.00	\$750.00	\$750.00
Service	01/09/2024	Review/revise MOU / individual settlement agreement.	2.00	\$895.00	\$1,790.00
Service	01/12/2024	Review/analyze corr from def re check issuance w/ settlement. Discuss with partners. Draft/send corr to Defendant re: same.	2.00	\$895.00	\$1,790.00
Service	01/22/2024	Review and revise individual settlement agreement.	0.30	\$750.00	\$225.00
Service	01/22/2024	Review and analyze MOU terms. Review mediation notes. Send MOU to Plaintiff for approval. Conference with Plaintiff to discuss MOU terms and total settlement amounts.	1.30	\$850.00	\$1,105.00
Service	01/26/2024	Review MOU; draft amended PAGA notice.	1.00	\$750.00	\$750.00
Service	01/26/2024	Review Amd PAGA Notice; review final MOU terms and analyze for long form issues; advise PM	0.50	\$950.00	\$475.00
Service	01/31/2024	Review/analyze Apex bid. Review/analyze status of individual settlement agreement, and when Plaintiff will be sending the long form settlement agreement, the amended PAGA letter, and the amended complaint. Draft/send corr to defendant.	2.00	\$895.00	\$1,790.00
Service	02/02/2024	Review and revise individual settlement agreement. Send to Plaintiff for signature. Call with plaintiff regarding settlement terms and attorney's fees. Follow up email and calls to discuss and obtain signature.	0.80	\$850.00	\$680.00
Service	02/05/2024	Draft long-form settlement agreement; review and analyze MOU and strategize re settlement agreement.	4.50	\$750.00	\$3,375.00
Service	02/06/2024	Work on settlement issues; respond to Defendant emails; set up Admin with Defendant	0.50	\$950.00	\$475.00
Service	02/06/2024	Review and revise draft settlement agreement; draft/ review/revise draft amended complaint.	3.50	\$750.00	\$2,625.00

Service	02/26/2024	Fix formatting for paga letter.	0.40	\$250.00	\$100.00
Service	02/28/2024	Review Def. revisions to the long form settlement agreement; advise KN re the same.	1.00	\$750.00	\$750.00
Service	02/28/2024	Review Defendant revisions to draft Agreement; advise PM as to issues	1.00	\$950.00	\$950.00
Service	02/29/2024	Review and revise draft settlement agreement; draft Joint CMC Statement; draft correspondence to Def. re settlement agreement and CMC statement; review docket and upcoming dates.	1.50	\$750.00	\$1,125.00
Service	03/01/2024	Finalize, file and serve Jt CMC statement.	0.60	\$250.00	\$150.00
Service	03/01/2024	Draft stipulation to Continue CMC.	0.70	\$250.00	\$175.00
Service	03/05/2024	Review revisions to settlement agreement; review and revise amended PAGA notice and finalize.	1.00	\$750.00	\$750.00
Service	03/11/2024	Review revisions to draft agreement; analysis of release issues; advise PM	1.00	\$950.00	\$950.00
Service	03/11/2024	Review and revise draft settlement agreement.	1.00	\$750.00	\$750.00
Service	03/14/2024	Review amended pleading and amended PAGA letter; analysis of issue; review emails and respond to PM	0.30	\$950.00	\$285.00
Service	03/15/2024	Finalize, update pos, file and serve stipulation re filing of SAC.	0.50	\$250.00	\$125.00
Service	03/15/2024	Review and revise draft Second Amended Complaint.	1.00	\$750.00	\$750.00
Service	03/21/2024	Review and finalize SAC for filing; file and serve the same; review next steps needed to move for preliminary approval.	1.00	\$750.00	\$750.00
Service	03/22/2024	Upload SAC to LWDA site; review draft exhibits to settlement agreement.	0.50	\$750.00	\$375.00
Service	03/25/2024	Review status of settlement agreement and next steps to finalize and execute.	0.50	\$750.00	\$375.00
Service	03/26/2024	Draft exhibits to settlement agreement; prepare approval outline; email draft exhibits to Defendant	4.00	\$950.00	\$3,800.00
Service	03/29/2024	Review Defendant revisions to exhibits; research issue; memo to staff re next steps	0.75	\$950.00	\$712.50
Service	04/03/2024	Review Defendant's revisions to the Agreement; review and revise exhibits; email Def	2.50	\$950.00	\$2,375.00
Service	04/09/2024	Prepare signed Agreement; prepare final exhibitis; emails with Defendant and PM	0.75	\$950.00	\$712.50
Service	04/09/2024	Review final settlement agreement for conformity with MOU terms. Review and analyze exhibits. Send to Plaintiff for signature. Call to discuss terms and process	1.10	\$850.00	\$935.00

		of settlement approval.			
Service	04/19/2024	prepare approval outline; review documents and analyze kullar issues; draft motion for preliminary approval; legal research; memo to staff	4.50	\$950.00	\$4,275.00
Service	04/22/2024	Work on motion; email draft motion to the Defendant	0.75	\$950.00	\$712.50
Service	04/28/2024	Review file; draft declaration of Maya Amerson in support of motion for preliminary aproval/clas rep service award request; email to client re draft declaration	2.50	\$675.00	\$1,687.50
Service	04/29/2024	Review Admin decl; email Defendant	0.30	\$950.00	\$285.00
Service	04/29/2024	Review and revise memorandum per Defendant comments	1.50	\$950.00	\$1,425.00
Service	04/29/2024	Draft declaration for motion; prepare exhibits	3.00	\$950.00	\$2,850.00
Service	04/29/2024	Revise motion for final; prepare proposed order; file and serve motion; serve LWDA; email counsel	1.00	\$950.00	\$950.00
Service	05/28/2024	Review status; check docket; download order; memo to Admin with documents; serve order on LWDA	0.75	\$950.00	\$712.50
Service	06/21/2024	Telephonic conference with defense; advise KN re call with defense.	0.20	\$750.00	\$150.00
Service	06/24/2024	Review emails and settlement issue; respond to Defendant	0.40	\$950.00	\$380.00
Service	07/03/2024	Review formatted notice documents; review prelim calculations; respond to Admin email	0.50	\$950.00	\$475.00
Service	07/22/2024	Review case file and court docket for status and information. Review and respond to class member inquiries.	0.80	\$850.00	\$680.00
Service	08/22/2024	Review preliminary approval order; begin drafting final approval motion.	1.50	\$750.00	\$1,125.00
Service	08/28/2024	Draft/review/revise final approval motion.	2.00	\$750.00	\$1,500.00
Service	09/03/2024	Review status; revise proposed order; review and revise draft motion; memo to staff; email Defense counsel with draft motion	2.00	\$950.00	\$1,900.00
Service	09/06/2024	Review and revise and update tables for motion for final approval; draft declaration in support of final approval motion.	2.50	\$750.00	\$1,875.00
Service	09/09/2024	Review and revise draft declaration; review and prepare exhibits; review billing to ensure accuracy.	1.50	\$950.00	\$1,425.00
Service	09/09/2024	Review and revise emotion for final approval; memo to Admin; update motion per Def comments; update proposed order and judgment; emails with staff	2.50	\$950.00	\$2,375.00

Service	09/10/2024	Prepare motion for final; file and serve motion; serve LWDA.	1.50	\$950.00	\$1,425.00
				Services Subtotal	\$189,118.75

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	11/02/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	12/19/2022	Onelegal/Court Fee	1.00	\$1,490.20	\$1,490.20
Expense	01/16/2023	Onelegal/Court Fee	1.00	\$460.70	\$460.70
Expense	02/16/2023	Onelegal/Court Fees	1.00	\$83.13	\$83.13
Expense	02/16/2023	Onelegal/Court Fees	1.00	\$83.13	\$83.13
Expense	02/17/2023	Onelegal/Court Fees	1.00	\$13.33	\$13.33
Expense	02/17/2023	Onelegal/Court Fees	1.00	\$13.33	\$13.33
Expense	04/03/2023	Lexis Nexis	1.00	\$74.00	\$74.00
Expense	04/03/2023	File and Serve Express	1.00	\$32.20	\$32.20
Expense	04/03/2023	court filing via One Legal	1.00	\$13.33	\$13.33
Expense	05/01/2023	Lexis Nexis.	1.00	\$1,771.00	\$1,771.00
Expense	05/16/2023	One Legal filing fee	1.00	\$17.66	\$17.66
Expense	05/18/2023	Mediation Fees - Ortman	1.00	\$13,000.00	\$13,000.00
Expense	05/27/2023	One Legal Filing Fee	1.00	\$84.16	\$84.16
Expense	06/02/2023	Lexisnexis	1.00	\$1,183.00	\$1,183.00
Expense	06/02/2023	filing via One Legal in class case	1.00	\$13.33	\$13.33
Expense	07/04/2023	Filing via One Legal	1.00	\$75.10	\$75.10
Expense	08/01/2023	File & ServeXpress	1.00	\$56.26	\$56.26
Expense	09/01/2023	Lexis Nexis	1.00	\$7.00	\$7.00
Expense	09/11/2023	filing via One Legal	1.00	\$13.33	\$13.33
Expense	09/13/2023	filing via One Legal	1.00	\$77.21	\$77.21
Expense	12/23/2023	One Legal Filing	1.00	\$77.21	\$77.21
Expense	01/02/2024	LexisNexis	1.00	\$256.00	\$256.00
Expense	01/03/2024	Berger Consulting.	1.00	\$10,665.00	\$10,665.00

Expense	01/10/2024	One Legal Filing	1.00	\$13.33	\$13.33
Expense	03/04/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$15.39	\$15.39
Expense	03/14/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$77.21	\$77.21
Expense	03/22/2024	FedEx charge.	1.00	\$38.34	\$38.34
Expense	04/01/2024	File & ServeXpress	1.00	\$171.98	\$171.98
Expense	05/01/2024	File & ServeXpress	1.00	\$134.02	\$134.02
Expense	06/03/2024	Lexis Nexis	1.00	\$28.00	\$28.00
Expense	09/09/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$30,172.88	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	21.0	\$895.00	\$18,795.00
Norm Blumenthal	4.75	\$995.00	\$4,726.25
Scott Blumenthal	18.8	\$450.00	\$8,460.00
Nicholas De Blouw	60.0	\$850.00	\$51,000.00
Ricardo Ehmann	19.7	\$675.00	\$13,297.50
Charlotte James	25.0	\$550.00	\$13,750.00
Piya Mukherjee	33.0	\$750.00	\$24,750.00
Kyle Nordrehaug	38.2	\$950.00	\$36,290.00
Victoria Rivapalacio	23.1	\$750.00	\$17,325.00
Gerardo Galaviz	2.9	\$250.00	\$725.00
Subtotal			\$219,291.63
Total			\$219,291.63

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	10/09/2024	\$219,291.63	\$0.00	\$219,291.63

Outstanding Balance	\$219,291.63
Total Amount Outstanding	\$219,291.63

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

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Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

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,

Plaintiffs,

vs.

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

Defendants.

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

**DECLARATION OF MAYA AMERSON IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: May 23, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Daniel A. Flores

Dept.: 306

Action Filed: December 13, 2022

Trial Date: Not set

1 I, Maya Amerson, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a Class Representative Service Payment.
5

6 2. I have personal knowledge of all the facts stated herein. I could and would competently
7 testify under oath to these facts in court if requested to do so.

8 3. I worked for defendant Reddit, Inc. ("Reddit") in California from October of 2018 to
9 September of 2022 and during that time period I was classified by Reddit as a non-exempt
10 employee.
11

12 4. I retained my attorneys who are experienced in both class action and representative
13 action litigation and claims against employers for violations of the California Labor Code. I have
14 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
15 of having any actual or potential conflicts of interest with another class member in this case nor am
16 I aware of having any actual or potential conflicts of interest with Apex Class Action, the settlement
17 administrator. I am not aware of any other pending matter or action asserting claims that will be
18 extinguished or adversely affected by this settlement.
19

20 5. I decided to pursue this action and be a plaintiff/class representative because I felt
21 that my legal rights as an employee and others like me were violated. For example, I often did
22 not receive compliant meal and rest breaks which were often late, short or missed entirely.
23 Further, Defendant imposed "Pager Duty" and "Oncall" rotations. These work requirements
24 mandated that I be on call and ready to respond. This resulted in my meal and rest periods not
25 being entirely duty free. When these and other break violations occurred I did not receive all the
26 meal or rest break penalty payments I was entitled to.
27
28

1 6. I spoke to my attorneys several times and discussed how Reddit implemented
2 its company policies and procedures. I also assisted my attorneys in their investigation into my
3 claims by providing them documents and answering their questions. I reviewed the complaint
4 before it was filed and was given access to an electronic file sharing program that alerted me via
5 email when important documents were filed so that I could review them and keep up with the
6 developments in the case which I understood was one of my duties as a class representative. I
7 could also access court filings from this case on my attorney's law firm website.
8

9 7. Even though this action is in the process of settling, I was and remain prepared to
10 perform all the duties of a class representative. I understand that as a class representative I have
11 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
12 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
13 benefit of the class members and surrender any right to compromise the group action for an
14 individual gain.
15

16 8. I understood that being a plaintiff/class representative in this case meant that I was
17 seeking damages not only for myself but also other individuals in California who make up the class.
18 I felt that these individuals were not aware of their labor law rights and even if they were they
19 would probably be apprehensive about speaking up or even simply because of the time, effort and
20 risk involved in filing a class action lawsuit.
21

22 9. I understood that being a part of this lawsuit involved risks. For example, my
23 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
24 pay for all or part of the attorney fees and costs paid by Reddit to defend this lawsuit. Also, I knew
25 there was a risk that future employers, if they ever find out about this lawsuit, could hold it against
26 me or downgrade me as a potential hire. Since I am a plaintiff in this case which is in the public
27 record, it would not be difficult for a future employer to become aware that I sued a former
28

1 employer for labor law violations. Ultimately I decided these risks were worth it and decided to
2 fight for my rights and the rights of others regardless of the risks, time and effort I spent on this
3 case.

4 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
5 kept up to date on important developments by reviewing court filings that were made available to
6 me electronically as I described above.

7
8 11. A mediation took place on December 15, 2023 with Tripper Ortman, a well-
9 respected and experienced mediator of wage and hour class actions. Following the mediation the
10 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
11 communicated with my attorneys regarding the terms of the settlement which was reached between
12 the parties and understood that I was representing absent class members and therefore wanted the
13 best possible result to be obtained for the class members and I believe a very positive result was in
14 fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on January
15 22, 2024. When the final settlement agreement was ready I closely reviewed it and signed it on
16 April 9, 2024.

17
18 12. I have been actively involved with this lawsuit performing the duties described above.
19 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
20 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
21 settlement process. I estimate that I spent approximately 30-40 hours working on this case up
22 until this point. I believe I have been diligent and have done what is expected of a plaintiff and a
23 proposed class representative to date, and will continue to do so. I have and always will maintain
24 the best interest of the class members.

25
26 13. My attorneys explained to me that the settlement process involves a two-step review
27 by the Court to determine whether the settlement is fair before approving the settlement. I know
28

1 this process also involves notifying all class members of the settlement terms and of their rights to
2 make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

3 14. I believe I did the right thing by filing this case on behalf of the class members who,
4 subject to court approval, are in line to receive monetary payments as a result of this case and
5 settlement. This is money they may never have ever gotten if I did not pursue this action on their
6 behalf. I feel significant personal satisfaction to know that I played a role in the class members
7 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
8 requested Class Representative Service Payment of \$10,000 from the settlement is fair
9 compensation for the work I performed and the risks I undertook.
10

11 15. As part of the settlement it was necessary for me to sign a general release of claims I
12 may have against Reddit. I believe the Class Representative Service Payment I have requested
13 provides me with some compensation for this agreed release.
14

15 16. In light of all the time and effort I have spent on this case, the risk I undertook by
16 suing a former employer, the exposure to being responsible for paying for Reddit's costs in the
17 event we did not win the case, the reputational risk that future employers may hold this lawsuit
18 against me, the general release and in light of the size of the settlement, I believe the request for
19 \$10,000 as a Class Representative Service Payment is fair and reasonable.
20

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

23 Executed on Apr 28, 2024, at San Francisco, CA.
24 (city, state)

25 

Maya Amerson (Apr 28, 2024 12:59 PDT)

26 Maya Amerson
27
28