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2 **DE BLOUW LLP**

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12 Attorneys for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE 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.

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

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: October 3, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Daniel A. Flores

Dept.: 306

Action Filed: December 13, 2022

Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on October 3, 2024, the Court entered the
3 Order Granting Motion for Final Approval and the Judgment in the above entitled action. A
4 true and correct copy of the Judgment is attached hereto as Exhibit #1. A true and correct
5 copy of the Order Granting Motion for Final Approval is attached hereto as Exhibit #2. The
6 Order and the Judgment are also served on the LWDA pursuant to the Proof of Service
7 below.

8 Respectfully submitted,

9 Dated: October 8, 2024

10 **BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

11 By: /s/ Kyle Nordrehaug
12 Kyle R. Nordrehaug
13 Attorneys for Plaintiff
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California 92037.

6 On October 8, 2024, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

8 (BY ELECTRONIC SERVICE): Pursuant to CCP §1010.6, I provided the documents
9 referenced above electronically via electronic mail (e-mail) to counsel for Defendants at the
10 following confirmed e-mail address(es):

11
12 X (File & ServeXpress). Pursuant to Court Order, I caused the above-entitled document to be
13 served by File & ServeXpress through the user interface at www.fileandservexpress.com.

14 Based on Code of Civil Procedure § 187 and California Rule of Court, Rules 2.253(a) and
15 3.751) addressed to all parties appearing on the service list for this case:

16 LITTLER MENDELSON, P.C.
P. Dustin Bodaghi
17 18565 Jamboree Road, Suite 800
Irvine, CA 92612
18 Tel. (949) 705-3000; Fax: (949) 724-1201

19 LITTLER MENDELSON, P.C.
Jennifer W. Maguire
20 101 Second Street, Suite 1000
San Francisco, CA 94105
21 T: (415) 433-1940; F: (415) 399-8490

22 LITTLER MENDELSON, P.C.
Sophia B. Collins
23 1255 Treat Blvd, Suite 600
Walnut Creek, CA 94597
24 Tel. (925) 932-2468

25 Email: dbodaghi@littler.com; jmaguire@littler.com; scollins@littler.com; Egranados@littler.com

26 Attorneys for Defendant REDDIT, INC.
27
28

1 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
2 Labor Workforce Development Agency via online process at the PAGA Filing website in
3 accordance with the procedure imposed by the LWDA.
4

5 X (State): I declare under penalty of perjury under the laws of the State of California that the
6 above is true and correct.
7

8 Executed on October 8, 2024, at La Jolla, California.
9

10 By:


11 Kyle Nordrehaug
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EXHIBIT #1

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

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10 Website: www.bamlawca.com

11 Attorneys for Plaintiff

FILED
San Francisco County Superior Court

OCT 03 2024

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

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

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

17 Plaintiff,

18 vs.

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

21 Defendants.

Case No. CGC-22-603466

^{DAF}
[PROPOSED] FINAL JUDGMENT

Hearing Date: October 3, 2024

Hearing Time: 1:30 p.m.

Judge: Daniel A. Flores

Dept.: 306

Action Filed: December 13, 2022

Trial Date: Not set

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
28 Periods; (5) Failure to Provide Required Rest Periods; (6) Failure to Provide Accurate Itemized

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

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

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

24 7. The Court enters final judgment in the Action in accordance with the Agreement
25 and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
26 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
27 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
28 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

8. Upon completion of administration of the settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the parties. The Court sets a compliance hearing date of August 15, 2025 at 9:00 a.m. p.m., and the written certification of the Administrator shall be filed no later than fourteen (14) days before this hearing.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

Dated: Oct. 3. 2024

The Honorable Daniel A. Flores
Judge of the Superior Court

EXHIBIT #2

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

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La Jolla, CA 92037

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Website: www.bamlawca.com

Attorneys for Plaintiff

FILED
San Francisco County Superior Court

OCT 03 2024

CLERK OF THE COURT

BY: *Blunk* Deputy Clerk

**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

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

Hearing Date: October 3, 2024

Hearing Time: 1:30 p.m.

Judge: Daniel A. Flores

Dept.: 306

Action Filed: December 13, 2022

Trial Date: Not set

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

1 the Administrator.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

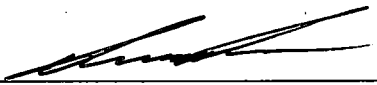
4 15. Neither the Settlement nor any of the terms set forth in the Agreement is an
5 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
6 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
7 Released Parties.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

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

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

22 **IT IS SO ORDERED.**

23 Dated: 10/3/2024

24 
25 The Honorable Daniel A. Flores
26 Judge of the Superior Court
27
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