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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**

**DECLARATION OF KYLE NORDREHAUG
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, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for Plaintiff Maya Amerson (“Plaintiff”) in this matter. As such, I am fully familiar with
4 the facts, pleadings and history of this matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of Plaintiff’s unopposed motion for
7 preliminary approval of the proposed class action settlement with Defendant Reddit, Inc.
8 (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the proposed
9 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
10 certifying the Class, which is comprised of “all individuals who are or previously were employed by
11 Defendant in the State of California during the Class Period that either (i) were classified as
12 non-exempt, or (ii) whose positions were classified as exempt during the Class Period but were
13 re-classified as non-exempt during the Class Period” of December 13, 2018 through March, 31,
14 2024; (3) provisionally appointing Plaintiff as the representative of the Class; (4) provisionally
15 appointing Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal
16 Nordrehaug Bhowmik De Blouw LLP as Class Counsel; (5) approving the form and method for
17 providing class-wide notice; (6) directing that notice of the proposed settlement be given to the
18 class; (7) appointing Apex Class Action as Administrator, and (8) scheduling a final approval
19 hearing date, proposed for October 3, 2024 which is at least 120 days from preliminary approval, to
20 consider Plaintiff’s motion for final approval of the settlement and for approval of attorneys’ fees
21 and expenses. Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and
22 PAGA Settlement Agreement (“Agreement”) along with exhibits thereto. The form of the
23 Agreement is based upon the Los Angeles County Superior Court model form for a class and
24 PAGA settlement. This Declaration incorporates by reference the definitions in the Agreement, and
25 all terms defined therein shall have the same meaning as set forth in the Agreement.

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1 Fairness of Settlement

2 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
3 of Five Hundred Twenty-Five Thousand Dollars (\$525,000) (the “Gross Settlement Amount”) is to
4 be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all
5 issues pending in the Action between the Parties and will be made in full and final settlement of the
6 Released Class Claims in exchange for the payments to Participating Class Members from the Net
7 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys'
8 fees and costs, (c) Class Representative Service Payments, and (d) the PAGA Penalties payment
9 allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.22.)

10 4. The relief provided in the Settlement will benefit all members of the Class. The
11 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.
12 Payments to the Class Members are all determined under a neutral methodology. Each
13 Participating Class Member will receive the same opportunity to participate in and receive payment
14 through a neutral formula that is based upon the weeks worked for that individual.

15 5. On December 15, 2023, the Parties participated in an all-day mediation session
16 presided over Tripper Ortman, a respected jurist and experienced mediator of wage and hour class
17 actions. In preparation for the mediation, Defendant provided Class Counsel with payroll, time and
18 employment data, along with and other information regarding the Class Members, various internal
19 documents, and other compensation and employment-related materials. Class Counsel analyzed the
20 data with the assistance of damages expert Berger Consulting and prepared and submitted a
21 mediation brief to the mediator. The final settlement terms were negotiated and set forth in the
22 Agreement now presented for this Court’s approval. Importantly, Plaintiff and Class Counsel
23 believe that this Settlement is fair, reasonable and adequate.

24 6. Based upon 120 Class Members who worked an estimated 12,558 work weeks
25 (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of \$4,375 per Class
26 Member and \$41.80 per workweek and after deductions the Net Settlement Amount provides an
27 average recovery of \$2,104.16 per Class Member and a recovery of \$20.10 per workweek, with the
28 nine individuals with safeguard claims receiving an additional \$3,500 each. The calculations to

1 compensate for the amount due for the Class at the time of the mediation were calculated by Berger
2 Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this Action,
3 Plaintiff used the expert to analyze the data and determine the potential unpaid wages for the
4 employees. The maximum potential damages were calculated to be \$957,524 for the alleged unpaid
5 wages for off-the-clock work at 1 hour per week, \$3,668 for the alleged unpaid overtime wages due
6 to miscalculation of the regular rate when paying wages, \$2,117 for the alleged underpayment of
7 meal period premiums and sick pay, \$1,382,329 for alleged meal period damages based upon a 50%
8 potential violation rate for shifts worked and after deducting the meal premiums actually paid by
9 Defendant, \$1,435,075 for alleged rest period damages based upon the same 50% potential violation
10 rate for shifts worked and, \$16,255 for alleged unreimbursed business expenses for personal cell
11 phone usage at \$5 per month. Decl. Nordrehaug, ¶6. As a result, the total damage valuation was
12 calculated that Defendant was subject to a maximum damage claim in the amount of \$3,796,968.
13 As to potential penalties, Plaintiffs calculated that potential waiting time penalties were a maximum
14 of between \$110,269 and \$710,625, and potential maximum wage statement penalties were
15 \$355,150.¹ Defendant vigorously disputed Plaintiff's calculations and exposure theories.
16 Consequently, the Gross Settlement Amount of \$525,000 represents more than 13.8% of the
17 maximum value of the alleged damages at issue in this case at the time this Settlement was
18 negotiated.² The above maximum calculations should then be adjusted in consideration for both the
19 risk of class certification and the risk of establishing class-wide liability on all claims. As to the
20 "safeguard claim" for the nine individuals, their settlement amount of \$3,500 is based upon the
21

22 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses
24 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages
25 for meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and
26 Class Members were 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.").

27 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

1 similar settlements with Facebook and YouTube which paid \$1,000 and \$3,284 per person,
2 respectively. Given the amount of the settlement as compared to the potential value of claims in
3 this case and the defenses asserted by Defendant, this settlement is fair and reasonable.

4
5 Procedural History of the Litigation

6 7. On November 2, 2022 and February 29, 2024, Plaintiff filed with the LWDA and
7 served on Defendant notices under Labor Code section 2699.3 identifying the alleged Labor Code
8 violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code
9 violations. The PAGA Notice by Plaintiff is attached hereto as Exhibit #3 for the Court's reference.

10
11 8. On December 13, 2022, Plaintiff filed a class action Complaint against
12 Defendant in the Superior Court of the State of California, County of San Francisco. This class
13 action Complaint asserted class claims against Defendant for: (1) unfair competition in violation of
14 Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of
15 California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of
16 California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in
17 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in
18 violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage
19 statements in violation of California Labor Code § 226; (7) failure to provide required expenses
20 reimbursement in violation of Cal. Labor Code § 2802; (8) failure to provide wages when due in
21 violation of Cal. Labor Code §§ 201, 202 and 203; and (8) failure to pay sick wages in violation of
22 Cal. Labor Code §§ 201-203, 233, 246.³ On March 24, 2023, Plaintiff filed a First Amended
23 Complaint adding a cause of action against Defendant for violation of the Private Attorney General
24 Act, Cal. Labor Code §§ 2698, et seq. ("PAGA").

25
26 ³ Plaintiff also brought individual (non-class) claims alleged in the complaint, which were
27 separately negotiated at mediation after resolution of the class/PAGA claims. Although the terms
28 of the individual settlement are confidential, Plaintiff will make the Individual Settlement
Agreement available for the Court's in-camera review/under seal upon the Court's request.
(Agreement at ¶ 6.1(b).)

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

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

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

23 12. Plaintiff and Defendant agreed to discuss resolution of the Action through a
24 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
25 documents and information in connection with the Action. On December 15, 2023, the Parties
26 participated in an all-day mediation presided over by Tripper Ortman, a respected and experienced
27 mediator of wage and hour class actions. Following the mediation, each side, represented by its
28 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which

1 was memorialized in a memorandum of understanding. The Parties then negotiated the final terms
2 of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
3 contentious.

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

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

1 and is in the best interest of the Class in light of all known facts and circumstances, including the
2 risk of significant delay, defenses asserted by Defendant, and potential appellate issues.

3
4 Settlement Terms and Plan of Allocation

5 15. The Gross Settlement Amount is Five Hundred Twenty-Five Thousand Dollars
6 (\$525,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of
7 the following elements: (1) payment of the Individual Class Payments to the Participating Class
8 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
9 Administration Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff;
10 and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does
11 not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement
12 Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

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

18 17. The amount remaining in the Gross Settlement Amount after the deduction of
19 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
20 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
21 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
22 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
23 ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
24 Participating Class Member will be calculated as follows: Payment will first be made to the
25 Participating Class Members with the Safeguard Claim in the amount of \$3,500 each and then
26 payment will be made to the Participating Class Members for time periods classified as non-exempt
27 based on the number of verified Workweeks spent by the Participating Class Members in
28

1 Defendant's employ. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant's
2 records, however, Class Members will have the right to challenge the number of Workweeks.

3 18. Class Members may choose to opt-out of the Settlement by following the directions
4 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) The Class Notice provides that Class Members
5 shall have sixty (60) days from the date that the Class Notice is mailed to them (the "Response
6 Deadline") to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42,
7 8.5, 8.7.) All Class Members who do not "opt out" will be deemed Participating Class Members
8 who will be bound by the Settlement and will be entitled to receive an Individual Class Payment.
9 (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an opt-out request,
10 will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the
11 Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).)
12 Finally, the Class Notice advises the Class Members of their right to object to the Settlement and/or
13 dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

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

19 20. Subject to Court approval, the Parties have agreed on Apex Class Action to
20 administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator
21 will be paid for settlement administration in an amount not to exceed \$9,000. (Agreement at ¶
22 3.2(c).) Apex Class Action provided an estimate of \$7,500 for administration expenses.

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

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

Risks of Continued Litigation and Standards for Approval

23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate and trying this Action against Defendant through possible appeals which could take several years. Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class Members.

24. Here, a number of defenses asserted by Defendant present serious threats to the claims of the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all work time was properly recorded. Defendant maintained there was no miscalculation of the regular rate when paying wages to the Plaintiff and the Class. Defendant contends that its meal and rest period policies fully complied with California law and Defendant did not fail to provide the opportunity for legally required meal and rest breaks. Defendant could argue that its payment of meal and rest period premiums is evidence of its lawful practices. Defendant contend that there was no failure to pay for business expenses and any cell phone usage was merely convenient and voluntary such that reimbursement was not legally required. Finally, Defendant

1 could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),
2 weakened Plaintiff's claims, on liability, value, and class certifiability as to the meal and rest period
3 claims. Defendant also argues that based on its facially lawful practices, Defendant acted in good
4 faith and without willfulness, which if accepted would negate the claims for waiting time penalties
5 and/or inaccurate wage statements. If successful, Defendant's defenses could eliminate or
6 substantially reduce any recovery to the Class. While Plaintiff believes that these defenses could be
7 overcome, Defendant maintains these defenses have merit and therefore present a serious risk to
8 recovery by the Class.

9 25. There was also a significant risk that, if the Action was not settled, Plaintiff would be
10 unable to obtain a certified class and maintain the certified class through trial, and thereby not
11 recover on behalf of any employees other than themselves. At the time of the mediation, Defendant
12 forcefully opposed the propriety of class certification, arguing that individual issues precluded class
13 certification. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S.*
14 *Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-
15 wide recovery even where the class has been certified. While other cases have approved class
16 certification in wage and hour claims, class certification in this action was hotly disputed and the
17 maintenance of a certified class through trial was by no means a foregone conclusion.

18 26. This settlement is therefore certainly entitled to preliminary approval. Were this
19 case to go to trial, the Plaintiff and the other class members would need to prove, among other
20 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

21 27. Plaintiff will apply to the Court for a Class Representative Service Payment in
22 consideration for her service and for the risks undertaken on behalf of the Class. (Agreement at ¶
23 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel over the course
24 of litigation. The Declaration of the Plaintiff is submitted herewith in support. At this stage, the
25 requested service award is within the accepted range of awards for purposes of preliminary
26 approval. *See e.g. Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11
27 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are appropriate);
28 *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019)

(granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class action and a pool of \$100,000 in enhancements).

28. The stage of the proceedings at which this Settlement was reached also militates in favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted a thorough investigation into the facts of the class action. Class Counsel began investigating the Class Members' claims before the Action were filed, and during the course of litigation, depositions were taken and Class Counsel and engaged in both formal and informal discovery to obtain necessary information. Class Counsel conducted a review and analysis of the relevant documents and data. Class Counsel was also experienced with these claims, as Class Counsel previously litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

29. Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel for both parties possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

Class Certification Issues

30. Plaintiff contends that the proposed settlement meet all of the requirements for class

1 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
2 the Court may appropriately approve the Class as defined in the Agreement. This Court should
3 conditionally certify the Class for settlement purposes only, defined as follows:

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

8 (Agreement at ¶ 1.5.)

9 The Class Period is from December 13, 2018 through March 31, 2024. (Agreement at ¶ 1.13).

10 a. **Numerosity** - Here, Plaintiff asserts that the 120 current and former
11 employees that comprise the Class can be identified based on Defendant's records and are
12 sufficiently numerous for class certification.

13 b. **Common Issues Predominate** - Here, Plaintiff contends that common
14 questions of law and fact are present, specifically the common questions of whether Defendant's
15 employment practices were lawful, whether Defendant failed to provide meal and rest periods to
16 Class Members, whether Class members were lawfully compensated for all hours worked, whether
17 Defendant miscalculated the regular rate when paying Class Member overtime, meal period
18 premiums and/or sick pay, whether Defendant failed to provide required expense reimbursement,
19 and whether Class Members are entitled to damages and penalties as a result of these practices.
20 Plaintiff contends that certification of this Class is appropriate because Defendant allegedly
21 engaged in uniform practices with respect to the Class Members. As a result, these common
22 questions of liability could be answered on a class wide basis.

23 c. **Typicality** - In this Action, Plaintiff contends that the typicality requirement
24 is fully satisfied. Plaintiff, like every other member of the Class, were employed by Defendant as
25 non-exempt employees, and, like every other member of the Class, were subject to the same
26 employment practices. Plaintiff, like every other member of the Class, also claims owed
27 compensation as a result of the Defendant's uniform company policies and practices. Thus, the
28 claims of Plaintiff and the members of the Class arise from the same course of conduct by
Defendant, involve the same issues, and are based on the same legal theories.

1 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
2 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
3 with other class members, and (b) will prosecute the case vigorously on behalf of the class. These
4 requirements are met here. Plaintiff effectively communicated with Class Counsel, provided
5 documents and information to Class Counsel, and participated in the investigation and resolution of
6 the Action. The personal involvement of the Plaintiff was essential to the prosecution of the Action
7 and the monetary settlement reached. Second, Plaintiff retained competent counsel who are
8 experienced in employment class actions and who have no conflicts. Third, there is no antagonism
9 between the interests of the Plaintiff and those of the Class. Both the Plaintiff and the Class
10 Members seek monetary relief under the same set of facts and legal theories.

11 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
12 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
13 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
14 experience. We have handled a number of class actions and complex cases and have acted both as
15 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
16 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
17 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
18 employment law class actions, including claims for misclassification, overtime, expense
19 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
20 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
21 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
22 adequate counsel by the courts throughout California. We have been approved as experienced class
23 counsel by both state and federal courts in California in contested class certification proceedings. A
24 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
25 settlement is defined as "all individuals who are or previously were employed by Defendant in the
26 State of California during the Class Period that either 1) were classified as non-exempt, or 2) whose
27 positions were classified as exempt during the Class Period but were re-classified as non-exempt
28 during the Class Period." I have reviewed my firm's cases and representation of other plaintiffs and

1 there is no conflict or representation which would prevent my firm from representing the interests
2 of the Class this case. My firm only represents employees, and not employers. My firm has never
3 represented Defendant nor any affiliate of the Defendant. My firm's only interest in the subject
4 matter of this litigation is to ensure a recovery to the Class and to maximize that recovery. Finally,
5 our allegiance to the Class and the claims of the Class is not inconsistent with our allegiance to
6 pursue the claims on behalf of other employees and classes as the claims are all against different
7 and distinct employers. I can think of no conflict that would arise in our representation of the Class
8 and our adequate representation of the Class is evidenced by the successful prosecution of the class
9 claims to reach an excellent recovery for the Class. Moreover, neither the Plaintiff nor Class
10 Counsel have any affiliation with the proposed Administrator for this settlement. Thus, the
11 adequacy requirement for my firm is satisfied.

12 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
13 respective counsel and to be approved by the Court, includes all relevant information. (*See Exhibit*
14 *"A"* to the Agreement.) In accordance with the Agreement, Defendant will provide to the
15 Administrator a confidential electronic spreadsheet containing the Class Data. (Agreement at ¶
16 4.2.) Within 14 days after receiving the Class Data, the Administrator will mail the Class Notice to
17 all Class Members via first-class U.S. Mail using the most current mailing address information
18 available. (Agreement at ¶ 8.4(b).) The Class Notice will include, among other information: (i)
19 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
20 opt out, including a description of the applicable release; (iii) information to the Class Members
21 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class
22 Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be
23 sought; (v) the amount of the Plaintiff's service award request; and (vi) the anticipated expenses of
24 the Administrator. The Class Notice will state that the Class Members shall have sixty (60) days
25 from the date that the Class Notice is mailed to them (the "Response Deadline") to request
26 exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class
27 Members shall be given the opportunity to object to the Settlement and the request for attorneys'
28 fees and expenses, and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class

1 Members who do not submit a timely and proper request to opt-out will automatically receive a
2 payment of their Individual Class Payment. This notice program was designed to meaningfully
3 reach the Class Members and it advises them of all pertinent information concerning the Settlement.
4

5 33. The PAGA Claim -

6 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
7 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
8 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
9 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
10 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
11 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
12 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
13 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
14 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
15 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
16 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
17 class members." (LWDA Response at p.4).

18 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
19 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
20 \$180,250 and \$360,500 for a single violation in every one of the 3,605 pay periods at issue in the
21 PAGA Period, depending on whether the violation was \$50 per pay period as in the case of Labor
22 Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code §
23 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
24 per pay period but without stacking.⁴ The PAGA allocation in the Settlement is the amount of
25

26 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of between \$180,250 and \$360,500 is the civil penalty amount without stacking. If
28 stacking is permitted, then the valuation increases with each additional penalty added to each pay
period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed.

1 \$15,000. This allocation is justified by several important considerations. First, the PAGA claim
2 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
3 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
4 Importantly, Defendant argued that as a non-profit hospital, significant PAGA penalties would be
5 unlikely and would be reduced under such particular “circumstances” under Cal. Labor Code
6 §2699(e)(2) and/or “would result in an award that is unjust, arbitrary and oppressive, or
7 confiscatory” under Cal. Labor Code §2699(e)(2). Defendant could also argue that no penalties
8 prior to the PAGA notification should be awarded, and I am aware of one Court which has so ruled.
9 These additional defenses present a risk to the PAGA claim and the potential that some or all of the
10 PAGA penalties sought may not be awarded. Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App.
11 5th 504 (2018), the court affirmed a judgment which only provided for a PAGA penalty of \$5 per
12 violation. Therefore, at trial, any PAGA penalties awarded could be significantly less than
13 Plaintiff’s calculation even where Plaintiff prevailed on the PAGA claim. Even if we assume that
14 violations for all 3,605 pay periods were established, using the valuation from *Carrington* results in
15 a potential recovery of only \$18,025 under PAGA. This means that the PAGA allocation in the
16 Agreement is a reasonable percentage of this potential PAGA recovery. Fourth, the interests of
17 PAGA are also served by the Class recovery under the reasoning of the LWDA in *O’Connor v.*
18 *Uber*.

19 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
20 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
21 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
22 approximately 2.8% of the total settlement value to resolve the PAGA claims applicable to the class
23 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
24 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
25 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
26 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
27 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
28 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637

(N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement

1 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
2 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
3 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
4 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
5 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
6 0.34% of \$1,450,000 settlement amount).

7
8 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
9 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
10 reasonable, and at the time of final approval, my firm will present lodestar to further support the
11 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
12 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
13 of the class action awards obtained by Class Counsel in similar employment actions throughout the
14 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
15 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
16 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
17 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
18 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
19 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
20 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
21 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
22 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
23 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
24 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
25 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
26 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
27 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
28 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,

2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee

1 award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures*
2 (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a
3 one-third fee award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo*
4 *Glass Company* (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu
5 approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in
6 *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge
7 Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October
8 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No.
9 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a
10 wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
11 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a
12 wage and hour class settlement. On October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside
13 County Superior Court Case No. CVRI2104986), Judge Harold W. Hopp awarded a one-third fee
14 award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT*
15 (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a
16 one-third fee award in a wage and hour class settlement. On November 20, 2023, in *Steele v.*
17 *Legoland California* (San Diego County Superior Court Case No. 37-2021-00052868), Judge
18 Carolyn M. Caietti awarded a one-third fee award in a wage and hour class settlement. On
19 November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case
20 no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class
21 settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of
22 the fees that have been awarded in other similar cases.

23
24 35. Class Representative Service Payments - The reasonableness of the requested service
25 award is also established by reference to the amounts that other California courts have found to be
26 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
27 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
28 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,

2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*

1 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
2 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
3 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
4 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
5 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
6 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
7 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
8 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
9 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
10 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
11 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
12 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
13 *Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1,
14 2018) (awarding \$10,000 service award).

15
16 36. Potentially Related Other Actions - Besides this Action, I not aware of any other
17 pending matter or action asserting claims that will be extinguished or affected by the Settlement.
18 (Agreement at ¶ 2.8.) In the Declarations attached hereto as Exhibit #4, Defendant and Defendant's
19 counsel have verified that they are unaware of any other related action or matter that could be
20 adversely affected by the Settlement and as to their lack of any conflicts,

21
22 37. Administration - After seeking bids from qualified administrators, the estimate from
23 Apex Class Action is was selected, as it provided for an estimate of \$7,500 to perform the
24 settlement administration for a Class of 150, with any difference between the actual expenses and
25 the budget of \$9,000 to be retained in the Net Settlement Amount for distribution to the Class. I
26 have used Apex Class Action successfully as the administrator in more than ten class settlements in
27 the last couple years and know them to be competent and experienced. My firm has no relationship
28 or connection with Apex Class Action, and thus no conflict of interest exists. Attached hereto as

1 Exhibit #5 is a true and correct copy of the Declaration of Sean Hartranft which includes the
2 estimate for administration from Apex Class Action for this matter.

3
4 Service on the LWDA:

5 38. At the same time as the filing and service of this declaration, I am also serving the
6 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
7 Settlement Agreement. This service is verified by the accompanying proof of service.

8
9 I declare under penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct. Executed this 29th day of April, 2024, at La Jolla, California.

11
12 By:



Kyle Nordrehaug
Attorney for Plaintiff

EXHIBIT #1

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.

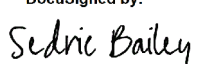
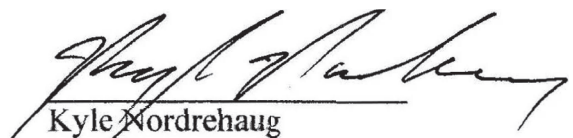
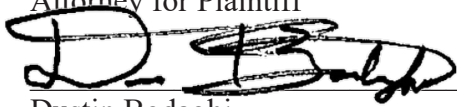
Dated: <u>Apr 9, 2024</u>	 <u>Maya Amerson (Apr 9, 2024 13:07 PDT)</u> Plaintiff Maya Amerson
Dated: <u>April 9, 2024</u>	DocuSigned by:  <u>A0E1CD6544B64B4</u> Sedric Bailey [name] For Defendant Reddit, Inc.
Dated: <u>4/9/24</u>	 Kyle Nordrehaug Blumenthal Nordrehaug Bhowmik De Blouw LLP Attorney for Plaintiff
Dated: <u>4/10/24</u>	 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 #2

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

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

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)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

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);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

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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 #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1004

November 2, 2022
CA2756

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Reddit, Inc.
Certified Mail #70220410000153343522
CSC - LAWYERS INCORPORATING
SERVICE
2710 GATEWAY OAKS DR STE 150N
SACRAMENTO, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Reddit, Inc. in California, including any employees staffed with Reddit, Inc. by a third party, and classified as non-exempt employees during the time period of November 2, 2021 until a date as determined by the Court. Our offices represent Plaintiff Maya Anderson (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Reddit, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from October of 2018 to September of 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods.

See Vaquero v. Stoneledge Furniture, LLC, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

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Attorneys for Plaintiff

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,

Plaintiff,

vs.

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

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB. CODE §§ 201-204, 233, 246;
10. DISCRIMINATION AND RETALIATION IN VIOLATION OF FEHA;
11. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF CAL. GOV. CODE § 12940(n);
12. FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF CAL. GOV. CODE § 12940(m); and,
13. CONSTRUCTIVE DISCHARGE AND OTHER ADVERSE EMPLOYMENT ACTIONS IN VIOLATION OF PUBLIC POLICY.

DEMAND FOR A JURY TRIAL

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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1005

March 5, 2024
CA2756

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Reddit, Inc.
Certified Mail # 9589 0710 5270 0408 5428 71
c/o Sophia Collins
Dustin Bodaghi
Jennifer Maguire
LITTLER MENDELSON, P.C.
18565 Jamboree Road, Suite 800
Irvine, CA 92612

Re: AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-917365-22

Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Reddit, Inc. in California, including any employees staffed with Reddit, Inc. by a third party, and classified as non-exempt employees during the time period of November 2, 2021 until a date as determined by the Court, and individuals whose positions were classified as exempt but were re-classified as non-exempt during the time period of November 2, 2021 until a date as determined by the Court. Our offices represent Plaintiff Maya Anderson (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Reddit, Inc. (“Defendant”).

Plaintiff sent a PAGA Notice on November 2, 2022 to Defendant and the LWDA. The purpose of this amended notice is to clarify the scope of the Aggrieved Employees to also include individuals whose positions were classified as exempt but were re-classified as non-exempt during the time period of November 2, 2021 until a date as determined by the Court. Plaintiff alleges that such individuals were misclassified as exempt and should have been classified as non-exempt. These misclassifications caused violations of the California Labor Code because during the time these individuals were misclassified as exempt, Defendant failed to pay for overtime worked, failed to provide for meal and rest periods (and pay premiums for non-complaint meal and rest breaks), failed to maintain accurate time and pay records, failed to timely issue pay during and at the end of employment, and failed to issue complaint wage statements.

Plaintiff was employed by Defendant in California as a non-exempt employee from October of 2018 to September of 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, was attached to the PAGA Notice sent on November 2, 2022. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Piya Mukherjee

Piya Mukherjee, Esq.

EXHIBIT #4

P. Dustin Bodaghi, Bar No. 271501
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Attorneys for Defendant REDDIT, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

MAYA AMERSON, on behalf of the State of
California, as a private attorney general,

Plaintiff,

v.

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

Defendant.

Case No. 22STCV34617

DECLARATION OF SEDRIC BAILEY IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL

ASSIGNED FOR ALL PURPOSES TO:
JUDGE DANIEL FLORES

Complaint Filed: December 13, 2022
FAC Filed: March 24, 2023

DECLARATION OF SEDRIC BAILEY

I, Sedric Bailey, hereby declare as follows:

1. I am Deputy General Counsel at Reddit, Inc. ("Defendant"). I make this Declaration in support of the Motion for Preliminary Approval of the settlement between Plaintiff Maya Amerson and Defendant. I have personal knowledge of the facts set forth herein, or I have knowledge of such facts based on my review and knowledge of the business records and files of Defendant or other information provided for my review, and could testify to the same if called as a witness in this matter.

2. I am informed and believe that Defendant does not have any relationship with proposed settlement administrator, Apex Class Action LLC. I am not aware of any actual or potential conflict of interest arising from its designation as the settlement administrator in this matter.

3. I am informed and believe that Defendant is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement between Plaintiff and Defendant.

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

Executed this 9.00 day of April 2024 at San Francisco, California.

DocuSigned by:

Sedric Bailey

A0E1CD8544B64B4...

Sedric Bailey

4855-3912-0038.1 / 113940-1008

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14

Attorneys for Defendant REDDIT, INC.

15
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF SAN FRANCISCO
18

19 MAYA AMERSON, on behalf of the State of
California, as a private attorney general,

20 Plaintiff,

21 v.
22

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

24 Defendants.
25

Case No. 22STCV34617

**DECLARATION OF P. DUSTIN
BODAGHI IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL**

ASSIGNED FOR ALL PURPOSES TO:
JUDGE DANIEL FLORES

Complaint Filed: December 13, 2022
FAC Filed: March 24, 2023

DECLARATION OF P. DUSTIN BODAGHI

I, P. Dustin Bodaghi, hereby declare as follows:

1. I am an attorney duly admitted to practice before the courts of the State of California.

I am an attorney with the law firm Littler Mendelson, P.C., attorneys of record in the above-entitled action for Defendant Reddit, Inc. ("Defendant"). I am familiar with the documents and pleadings on file in this action and have personal knowledge of the facts stated herein. Further, if called and sworn as a witness, I could and would competently testify thereto.

2. Neither I nor Littler Mendelson P.C. has an interest or relationship, financial or otherwise, with the proposed administrator Apex Class Action LLC other than a professional relationship arising out of prior experiences administering settlements.

3. I am not aware of any other pending matter or action asserting claims against Defendant that will be extinguished or adversely affected by the Settlement between Plaintiff and Defendants.

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

Executed this 10th day of April 2024 at Irvine, California.


P. DUSTIN BODAGHI

4880-2798-0710.1 / 113940-1008

EXHIBIT #5

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

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Telephone: (858)551-1223

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,

v.

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

Defendants.

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

**DECLARATION OF SEAN
HARTRANFT IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: May 23, 2024

Hearing Time: 1:30 p.m.

Judge: Daniel A. Flores

Dept.: 306

Action Filed: December 13, 2022

Trial Date: Not set

DECLARATION OF SEAN HARTRANFT

I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with class action administration for a combined 65 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We uphold the highest level of confidentiality in all our operations, and any class data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in class action administration.

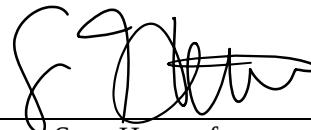
5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly evaluating the effectiveness of its security measures. Access to class member information is limited to employees, agents, or subcontractors who require it to perform their duties, and Apex Class Action conducts background checks on all personnel with access to sensitive personal information, to ensure they do not pose a threat to the

1 security of client or class member information. To guarantee the security of the settlement administration
2 process, Apex Class Action maintains Professional Liability and Cyber Liability Insurance coverage, as
3 required by legal standards and best practices in the legal profession.

4 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
5 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the settlement
6 case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii) conducting preliminary
7 and final calculations to determine the individual settlement amounts, including attorneys' fees, costs,
8 enhancement awards, and any other court-approved designees; (iv) calculating and reporting state and
9 federal taxes as applicable; (v) and disseminating approved settlement funds and tax forms via First-Class
10 USPS mail.

11 7. The administration fees for Apex Class Action's management of this settlement will not
12 exceed \$7,500.00, as specified in **Exhibit B**. This document presents a comprehensive plan detailing the
13 specific administration services that will be provided.

14
15 I declare under penalty of perjury under the laws of the state of California that the foregoing is
16 true and correct. Executed this 29th day of April 2024, in Irvine, California.

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20 Sean Hartranft
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EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address
18 Technology Dr. Ste. 164
Irvine, CA 92618

Email
Info@apexclassaction.com

Phone
1.800.355.0700

EXHIBIT B

**Quotation Request:**

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

kyle@bamlawca.com

858.551.1223

Case Name:

Date:

RFP Number:

Reddit

Tuesday, January 23, 2024

12230036

Prepared By:

Sean Hartranft

Apex Class Action LLC

Sean@apexclassaction.com

949.878.3676

Settlement Specifications

Estimated Class Size:	150
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	150	\$225.00
USPS First Class Postage	Per Piece	\$0.89	150	\$133.50
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.50	30	\$75.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$40.00	1	\$40.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$1,943.50

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$35.25	1	\$35.25
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$35.25

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	150	\$225.00
USPS First Class Postage	Per Piece	\$0.66	150	\$99.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.15	15	\$32.25
Reminder Postcard, USPS Postcard Postage	Per Piece	\$1.00	45	\$45.00
Reminder Notice via Social Media Platforms and E-mail	Static Rate	\$50.00	1	\$50.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
			Sub Total:	\$3,521.25

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	3	\$360.00
			Sub Total:	\$830.00

WILL NOT EXCEED:				\$7,500.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.