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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,

Plaintiffs,

v.

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

Defendants.

Case No.: CGC-22-603466

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 3, 2024
Time: 1:30 p.m.
Dept.: 306
Judge: Hon. Daniel A. Flores

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Administrator for the above captioned *Amerson v. Reddit, Inc.*, matter. On behalf of both
6 Apex and myself, I possess the authority to issue this declaration. I am personally acquainted with the
7 information contained herein, and in the event of being summoned to provide testimony, I am fully
8 capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
19 *Of Proposed Settlement of Class Action and Hearing Date For Final Court Approval*, (referred to as
20 “Class Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving disputes
21 among Class Members regarding the number of workweeks recorded by Defendant during the Class
22 Period, as stated on their individualized Class Notice; (d) calculating individual settlement award
23 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required
24 by the Settlement and the law; (g) preparing, issuing, and filing tax returns and other applicable tax
25 forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and
26 (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for
27 Apex to perform.

1 4. On May 23, 2024, Counsel for the Plaintiff provided Apex with the Court-approved content for
2 the Class Notice Packet. Apex then generated a draft of the formatted Class Notice Packet, which
3 received approval from the Parties' Counsel before being mailed.

4 5. On June 24, 2024, Counsel for the Defendant provided Apex with the class data file, comprising
5 the names, social security numbers, last known mailing addresses, and the total number of relevant
6 workweeks worked by each Class Member. The data file was successfully uploaded to our database,
7 where it underwent a thorough review to identify any duplicates or potential inconsistencies. The Class
8 List consisted of a total of 122 individuals.

9 6. In preparation for the mailing process, all 122 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice
15 Packet. However, in cases where no updated address was found in the NCOA database, the original
16 address provided by Counsel for Defendant was used for the mailing of the Class Notice Packet.

17 7. On July 8, 2024, the Class Notice Packet was sent to all 122 individuals listed in the Class List
18 using U.S First Class Mail. A copy of the mailed Class Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 2 returned Class Notice Packets as
20 undeliverable. Apex conducted a computerized skip trace on the 2 returned Class Notice Packets in order
21 to acquire updated addresses for the purpose of re-mailing the Class Notice Packet. This skip trace effort
22 resulted in obtaining 2 updated addresses, to which we promptly re-mailed the Class Notice Packets via
23 U.S First Class Mail.

24 9. As of the date of this declaration, there have been 2 Class Notice Packets re-mailed as a result of
25 Apex's skip-tracing efforts.

26 10. As of the date of this declaration, no Class Notice Packets have been deemed undeliverable.

27 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
28 for submitting a request for exclusion from the Settlement was September 6, 2024.

1 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
2 deadline for submitting a written objection to the Settlement was September 6, 2024.

3 13. As of the date of this declaration, Apex will report 122 Participating Class Members, constituting
4 100% of the total 122 Class Members.

5 14. The total number of workweeks worked by Participating Class Members during the Class Period
6 is 9,591. The Net Settlement Amount available to Participating Class Members is estimated to be
7 \$285,500.00 and was calculated by subtracting the requested attorneys' fees (\$175,000.00), the amount
8 requested for litigation costs and expenses (\$32,000.00), the requested Class Representative Service
9 Award (\$10,000.00), the requested Settlement Administration Costs (\$7,500.00), and the PAGA
10 Penalties Payment (\$15,000.00) from the Gross Settlement Amount (\$525,000.00).

11 15. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to
12 be approximately \$10,544.52, the *average* Individual Class Payment is currently estimated to be
13 approximately \$2,340.16, and the *lowest* Individual Class Payment is currently estimated to be
14 approximately \$132.42. These amounts are subject to employee-side tax and withholdings.

15 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$3,750.00) will be allocated to
16 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
17 cannot opt out of the PAGA settlement. There are 93 Aggrieved Employees who worked a total of
18 2,296.00 weeks during the PAGA Period.

19 17. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$102.90,
20 the *average* Individual PAGA Payment is approximately \$40.32, and the *lowest* individual PAGA
21 Payment is approximately \$4.90.

22 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
23 and anticipated expenses, amount to \$7,500.00. Apex will proceed with additional tasks related to this
24 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
25 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
26 upon by the Parties or ordered by the Court for Apex to undertake.

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct, and that this Declaration was executed this 16th day of September
3 2024, in Irvine, California.

4
5
6 
7 MADELY NAVA

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 \$«Est_Class_PMT» (less withholding) and your share of the PAGA Penalties is estimated to be \$«Est_PAGA_PMT».** 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» workweeks** during the Class Period and **you worked «Pay_Periods» 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	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-

The Response Deadline is September 6, 2024.	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 (September 6, 2024)	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 October 3, 2024, at 1:30 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 (September 6, 2024)	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 September 6, 2024. 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 May 23, 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» 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 \$«Est_Class_PMT».

Defendant's records reflect that you worked «Pay_Periods» 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 \$«Est_PAGA_PMT».

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 September 6, 2024. You may also fax the dispute to (949) 878-3536 or email the dispute to claims@apexclassaction.com 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, LLC, (800) 355-0700.

The Court will hold a Final Approval Hearing on October 3, 2024, at 1:30 p.m. 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 September 6, 2024. You may also fax your request to opt out to (949) 878-3536 or email the request to opt out to claims@apexclassaction.com 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 September 6, 2024, or it will be invalid. If sending by mail, the request must be postmarked by September 6, 2024, 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 October 3, 2024, 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 <https://www.apexclassaction.com/reddit> 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 September 6, 2024.** You may also fax the dispute to (949) 878-3536 or email the dispute to claims@apexclassaction.com 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, LLC
Email Address: claims@apexclassaction.com
Mailing Address: P.O. Box 54668, Irvine, CA 92619
Telephone Number: (800) 355-0700
Fax Number: (949) 878-3536

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 1:30 p.m. (Pacific Standard Time) on October 3, 2024, 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 <https://www.apexclassaction.com/reddit> 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: <https://www.apexclassaction.com/reddit>. 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

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ADMINISTRATOR:

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Mailing Address: P.O. Box 54668, Irvine, CA 92619
Telephone Number: (800) 355-0700
Fax Number: (949) 878-3536
Settlement Website: <https://www.apexclassaction.com/reddit>

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.