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

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

17 Plaintiff,

18 vs.

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

21 Defendants.

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

**[PROPOSED] FINAL JUDGMENT**

Hearing Date: October 3, 2024

Hearing Time: 1:30 p.m.

Judge: Daniel A. Flores

Dept.: 306

Action Filed: December 13, 2022

Trial Date: Not set

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

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

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

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

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

19 4. The Court finds that in consideration for their Individual Class Payments, effective  
20 on the date when Defendant fully funds the entire Gross Settlement Amount and funds all  
21 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all  
22 Participating Class Members, on behalf of themselves and their respective former and present  
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released  
24 Parties from the Released Class Claims, including all claims that were alleged, or reasonably could  
25 have been alleged, based on the Class Period facts stated in the Operative Complaint including,  
26 e.g., (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure  
27 to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Required Meal  
28 Periods; (5) Failure to Provide Required Rest Periods; (6) Failure to Provide Accurate Itemized

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

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

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

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

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

**LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

Dated: \_\_\_\_\_

The Honorable Daniel A. Flores  
Judge of the Superior Court