

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
LIZETTE RODRIGUEZ (SBN 335182)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

KIANA MATHEWS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

PINTEREST, INC., a Delaware corporation;
MAGNIT, LLC; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: CGC-21-589584

Assigned for All Purposes to:
Honorable Ethan P. Schulman
Department 304

CLASS ACTION

**PLAINTIFF'S SUPPLEMENTAL
BRIEF IN SUPPORT OF
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Supplemental Declaration of Proposed
Class Counsel (Douglas Han);
Supplemental Declaration of Proposed
Settlement Administrator (Julie Green); and
Amended [Proposed] Order filed
concurrently herewith]

Hearing Date: December 4, 2023
Hearing Time: 11:00 a.m.
Hearing Place: Department 304

Complaint Filed: February 2, 2021
FAC Filed: December 27, 2021
SAC Filed: July 10, 2023
Trial Date: None Set

Plaintiff Kiana Mathews (“Plaintiff”) provides this supplemental submission in response to the Court’s order continuing her Motion for Preliminary Approval of Class Action Settlement to December 4, 2023. The Court initially issued a tentative ruling in advance of the October 31, 2023, Preliminary Approval Hearing, but after considering oral arguments from Plaintiff and Defendants Pinterest, Inc. and Magnit, LLC f/k/a PRO Unlimited, Inc. (“Defendants”), issued a revised ruling regarding its issues with the Joint Stipulation of Class and PAGA Action Settlement and Release (“Settlement Agreement”) and Notice of Class and PAGA Action Settlement and Release (“Class Notice”).

The chart below lists each of the Court’s issues from the revised ruling and the revisions/submissions made to address each issue.

Ruling	Revisions/Submissions
I. Notice Process (1) First, the settlement agreement states that any notice returned as undeliverable will be skip-traced within ten days from receipt of the returned notice. (Han Decl. Ex. 2 § 8.6.) However, the Proposed Settlement is silent as to a deadline for re-mailing. In a supplemental filing, Plaintiff must submit an amended settlement agreement which states a deadline for re-mailing any notices returned as undeliverable (e.g., within ten days of receipt).	The Settlement Agreement has been amended to indicate that the Settlement Administrator’s deadline to re-mail Class Notices returned because of an incorrect address or returned as undeliverable is within ten (10) calendar days of receipt of such notices. (Supplemental Declaration of Douglas Han in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (“Supp. Han Decl.”), ¶ 4; Exhibit 2, § 8.6.) The Settlement Agreement has also been amended to indicate that the Settlement Administrator’s deadline to re-mail checks

1		returned as non-deliverable is within ten (10)
2		calendar days of receipt of such checks.
3		Though the Court did not order this change,
4		the Parties believed that it aligned with the
5		Court's order to indicate a deadline to re-mail
6		returned notices.
7		
8		(Supp. Han Decl., <i>supra</i> , at ¶ 5; Exhibit 2,
9		<i>supra</i> , at § 8.8.4.)
10	(2) Second, the settlement agreement states	The Settlement Agreement has been amended
11	that class members will have 60 days after the	to indicate that the response deadline for Class
12	mailing of Class Notice to respond. (<i>Id</i> §	Members whose Class Notice is re-mailed is
13	8.7.) However, the settlement agreement is	sixty (60) calendar days after the date of initial
14	silent as to any extended response deadline for	mailing, or fifteen (15) calendar days after the
15	class members whose notice is re-mailed.	date of remailing, whichever date is later.
16	These settlement class members must be	
17	provided sufficient time to respond, at a	(Supp. Han Decl., <i>supra</i> , at ¶ 6; Exhibit 2,
18	minimum, fifteen days. The parties are	<i>supra</i> , at § 8.7.)
19	directed to amend the settlement agreement to	
20	set forth an extended response deadline for	
21	class members whose notice is re-mailed.	
22	(3) Third, the Settlement Administrator must	The Class Notice has been modified to state
23	accept workweek disputes, requests for	that workweek disputes, requests for
24	exclusion, and objections by email. At	exclusion, and objections may be submitted by
25	present, only the notice provides instructions	email in addition to mail (by First-Class U.S.
26	for these submissions, and the instructions	Mail or equivalent), or fax.
27	state they must be submitted only by first-	
28	class mail or fax. (Han Decl. Ex. 2.A 3-5.)	(Supp. Han Decl., <i>supra</i> , at ¶ 7; Exhibit 3, pp.

Accordingly, the notice must be amended to state that workweek disputes, requests for exclusion, and objections may be submitted by email as well. Additionally, the settlement agreement must be amended to explicitly state that class members may submit workweek disputes, requests for exclusion, and objections by email, mail, or fax.

3, 5.)

The Settlement Agreement has been amended to explicitly state that Class Members may submit workweek disputes, requests for exclusion, and objections by email, mail (by First-Class U.S. Mail or equivalent), or fax.

(Supp. Han Decl., *supra*, at ¶ 8; Exhibit 2, *supra*, at § 8.7.)

(4) Fourth, class members must be informed of the final determination regarding workweek disputes. The parties must amend the settlement agreement and notice to provide that class members will be informed of the final determination.

The Settlement Agreement has been amended to indicate that Class Members will be informed of the final determination regarding workweek disputes by the Settlement Administrator via mail.

(Supp. Han Decl., *supra*, at ¶ 9; Exhibit 2, *supra*, at § 8.7.)

The Class Notice has also been modified to indicate that Class Members will be informed of the final determination regarding workweek disputes by the Settlement Administrator via mail.

(Supp. Han Decl., *supra*, at ¶ 10; Exhibit 3, *supra*, at p. 3.)

II. Notice Process

(1) Notice, Page 1: In the last sentence of the second full paragraph, "the" should be omitted (e.g., "located at 400 McAllister St.").

The Class Notice has been modified accordingly.

(Supp. Han Decl., *supra*, at ¶ 11; Exhibit 3, *supra*, at p. 1.)

(2) Notice, Page 2: In the second sentence of the first paragraph under the heading, **"Summary of the Proposed Settlement Terms."** "Individual Settlement Payments to all Settlement Class Members" should be omitted and the remainder of the enumerated list should be re-numbered accordingly because the following sentence states that "[a]fter deducting the above payments, a total of approximately \$1,838,333.33 will be allocated to Class Members who do not opt out of the non-PAGA portion of the Settlement ('Net Settlement Amount')."'

The Class Notice has been amended accordingly.

(Supp. Han Decl., *supra*, at ¶ 12; Exhibit 3 *supra*, at p. 2.)

(3) Notice, Page 2: The Enhancement Payment, Attorneys' Fees, Litigation Expenses, PAGA Penalties, and Settlement Administration Costs are subject to Court approval. This should be reflected in the notice.

The Class Notice has been modified accordingly.

(Supp. Han Decl., *supra*, at ¶ 13; Exhibit 3, *supra*, at p. 2.)

(4) Notice, Page 6: The first sentence at the top of the page should be revised to replace “may” with “will” (e.g., “you will still be entitled to money from the Settlement”).	The Class Notice has been amended accordingly. (Supp. Han Decl., <i>supra</i>, at ¶ 14; Exhibit 3, <i>supra</i>, at p. 6.)
(5) Notice, Page 6: Under <u>"Additional Information,"</u> the notice should provide instructions for accessing the Court's online docket.	The Class Notice has been modified accordingly. (Supp. Han Decl., <i>supra</i>, at ¶ 15; Exhibit 3, <i>supra</i>, at p. 6.)
(6) Notice, Page 6: The last sentence of the notice should include a space between "JUDGE" and "WITH" (e.g., "JUDGE WITH").	The Class Notice has been modified accordingly. (Supp. Han Decl., <i>supra</i>, at ¶ 16; Exhibit 3, <i>supra</i>, at p. 6.)
III. Settlement Administrator (1) First, the settlement agreement states settlement administration costs shall not exceed \$20,000. (Han Decl. Ex. 2 §§ 2.35, 8.3.) The declaration of the Settlement Administrator states that settlement administration costs are a discounted flat fee of \$16,500, but the attached estimate is in the amount of \$23,858.78. (Green Decl. ¶ 8 & Ex.	A revised bid that explicitly provides a “not to exceed” amount of \$30,000 for settlement administration costs has been obtained. This bid also covers the costs of the additional parameters ordered by the Court’s revised ruling, including accepting workweek disputes, objections, and requests for exclusion by email, and informing Class Members of the

1 B.) Plaintiff is directed to include a revised bid
2 in the supplemental filing, which explicitly
3 provides a “not to exceed” amount for
4 settlement administration costs.

final determination regarding workweek
disputes.

(Supp. Han Decl., *supra*, at ¶ 17;
Supplemental Declaration of Julie Green of
CPT Group Class Action Administrators
(“Supp. Green Decl.”), Exhibit A.)

The not-to-exceed amount accounts for
possible changes to settlement administration
(*e.g.*, increases to class size), but the
Settlement Administrator expects to charge a
discounted fee based on current parameters
instead of the not-to-exceed amount. (Supp.
Han Decl., *supra*, at ¶ 18; Supp. Green Decl.,
supra, at ¶ 7.)

The Settlement Agreement has been modified
to reflect the not-to-exceed amount for
settlement administration costs and to state
that if the actual costs of settlement
administration are less than the not-to-exceed
amount, the balance will become part of the
Net Settlement Amount.

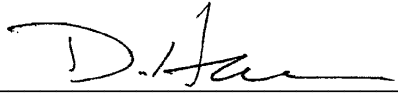
(Supp. Han Decl., *supra*, at ¶ 18; Exhibit 2,

	<i>supra</i>, at § 7.3.) The Class Notice has been modified to reflect the not-to-exceed amount for settlement administration costs. (Supp. Han Decl., <i>supra</i>, at ¶ 19; Exhibit 3, <i>supra</i>, at p. 2.)
(2) Second, the settlement agreement contemplates a second distribution. (Han Decl. Ex. 2 §§ 8.3, 8.8.4.) However, the Settlement Administrator's estimate is silent as to the costs of a second distribution. Plaintiff must obtain a revised estimate from the Settlement Administrator which reflects the costs, if any, of the second distribution.	The requested revised bid that explicitly provides a “not to exceed” amount for settlement administration costs also reflects the costs of a second distribution. (Supp. Han Decl., <i>supra</i>, at ¶ 17; Supp. Green Decl., <i>supra</i>, Exhibit A.)
IV. Proposed Order (1) Plaintiff is directed to email a Word-editable version of the proposed order to ComplexLit@sftc.org.	On November 17, 2023, Plaintiff emailed a Word-editable version of the Proposed Order to ComplexLit@sftc.org. (Supp. Han Decl., <i>supra</i>, at ¶ 22.) The Proposed Order has been modified to be consistent with the issues addressed above, and the Settlement Agreement and Class Notice are attached as exhibits to the Proposed Order.

(Supp. Han Decl., *supra*, at ¶ 20, 21.)

Dated: November 17, 2023

JUSTICE LAW CORPORATION

By: 
Douglas Han
Attorney for Plaintiff

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On November 17, 2023, I served the foregoing document described as

**PLAINTIFF'S SUPPLEMENTAL BRIEF IN SUPPORT OF PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

for the following case: **Mathews v. Pinterest, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-955168-23**
Court Case No.: CGC-21-589584
San Francisco County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on November 17, 2023, at Pasadena, California.



Mariah Anderson