

FILED

San Francisco County Superior Court

MAY 10 2024

CLERK OF THE COURT

BY: *Christina Green*

Deputy Clerk



SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 304

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

ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES, LITIGATION
EXPENSES, AND ENHANCEMENT
PAYMENT

1 Plaintiff Kiana Mathews' ("Plaintiff") Motion for Final Approval of Class Action
2 Settlement, Attorneys' Fees, Litigation Expenses, and Enhancement Payment came on for hearing
3 on May 10, 2024. Plaintiff and Defendants Pinterest, Inc. ("Defendant Pinterest") and Magnit,
4 LLC f/k/a PRO Unlimited, Inc. ("Defendant Magnit") (collectively as "Defendants") entered into
5 a Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") on or about
6 November 16, 2023.¹ The Court, having reviewed and considered the papers submitted in support
7 of the motion, including the Settlement Agreement, hereby **FINDS AND ORDERS**:

8 1. The Court entered an order dated November 30, 2023 preliminarily approving the
9 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
10 Procedure section 382 and California Rules of Court, rule 3.769, ordering notice to be sent to Class
11 Members, providing Class Members with an opportunity to object to the Settlement or exclude
12 themselves from the Class, and scheduling a Final Approval Hearing.

13 2. Incorporation of Other Documents. This Order of Final Approval ("Order")
14 incorporates the Settlement Agreement by reference. Unless otherwise provided herein, all
15 capitalized terms in this Order shall have the same meaning as set forth in the Settlement
16 Agreement.

17 3. Final Class Certification. For settlement purposes only, the Court hereby finds the
18 Class satisfies all applicable requirements of Code of Civil Procedure section 382 and hereby
19 certifies the following Class:

20 Any current or former hourly-paid or non-exempt employee (whether hired directly or
21 through a staffing agency) of Defendant Pinterest within the State of California at any time
22 during the period from August 7, 2016, through August 7, 2023 ("Class Period"), and shall
23 specifically include all contingent workers of Defendant Magnit who were its employees
of record and were assigned to provide services to Defendant Pinterest during the Class
Period.

24 4. Class Counsel. The Court hereby confirms Douglas Han, Shunt Tatavos-Gharajeh,
25 and Lizette Rodriguez of Justice Law Corporation as Class Counsel.

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28 ¹ "Settlement Agreement" refers to the Amended Joint Stipulation of Class and PAGA Action
Settlement and Release attached as Exhibit 4 to the Supplemental Declaration of Douglas Han
filed on November 17, 2023.

1 5. Class Representative. The Court hereby confirms Plaintiff Kiana Mathews as the
2 Class Representative.

3 6. Class Notice. The Court finds the Class Notice ("Class Notice") was implemented
4 pursuant to the Settlement and this Court's Preliminary Approval Order. The Court also finds the
5 Class Notice:

- 6 a. constitutes notice reasonably calculated to apprise the Class Members of: (i)
7 pendency of this lawsuit; (ii) material terms and provisions of the Settlement
8 Agreement and their rights; (iii) their right to object to any aspect of the Settlement
9 Agreement; (iv) their right to exclude themselves from the Settlement Agreement;
10 (v) their right to receive settlement payments; (vi) their right to appear at the Final
11 Approval Hearing; and (vii) binding effect of the orders and judgment in this
12 lawsuit on all the Settlement Class Members;
- 13 b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure
14 section 382 and due process;
- 15 c. constitutes the best notice practicable under the circumstances; and
- 16 d. constitutes reasonable, adequate, and sufficient notice to the Class Members.

17 7. Responses. In response to the Notice, no member of the Class filed a written
18 objection or appeared at the final approval hearing. Four members of the Class requested to be
19 excluded from the Settlement.

20 8. Enforcement of Settlement. Nothing in this Order shall preclude any action to
21 enforce the terms and provisions of the Settlement Agreement.

22 9. Final Settlement Approval. The Court finds the terms and provisions of the
23 Settlement Agreement have been entered into in good faith and are the product of arm's-length
24 negotiations by experienced counsel who have carried out a meaningful investigation of the claims.
25 The Court further finds the Settlement Agreement and all its terms and provisions are fair,
26 reasonable, adequate, and in the best interests of the Parties. The Settlement Agreement is hereby
27 ordered finally approved, and the Parties are hereby directed to implement the Settlement
28 Agreement according to its terms and provisions.

1 10. Gross Settlement Amount. The Court hereby approves the Gross Settlement
2 Amount of \$3,350,000.

3 11. Individual Settlement Payments. The Court hereby finds the Individual Settlement
4 Payments to participating Settlement Class Members as provided for by the Settlement Agreement
5 are fair and reasonable. The Court hereby orders payment to the participating Settlement Class
6 Members in accordance with the Settlement Agreement.

7 12. Enhancement Payment. The Court finds the Enhancement Payment of \$8,000 to
8 be reasonable, fair, and appropriate. The Court hereby orders the Settlement Administrator to
9 make the Enhancement Payment to the Class Representative in accordance with this Order and the
10 Settlement Agreement.

11 13. Attorneys' Fees and Litigation Expenses. The Court finds the Attorneys' Fees of
12 \$1,116,666.67 and Litigation Expenses of \$25,714.13 are reasonable and fair. The Court hereby
13 orders the Settlement Administrator to make these payments to Class Counsel pursuant to the terms
14 and provisions set forth in the Settlement Agreement. Defendants shall not be required to pay for
15 any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any
16 other counsel representing Plaintiff or Class Members. Defendants shall also not be required to
17 pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiff or
18 Class Members in connection with or related in any manner to this lawsuit, Settlement Agreement,
19 settlement administration, and/or Class Released Claims and Private Attorneys General Act
20 ("PAGA") Released Claims.

21 14. Settlement Administration Costs. The Court finds the settlement administration
22 fees and expenses in the amount of \$21,000 are reasonable and fair. The Court hereby orders the
23 Settlement Administration Costs to be paid to CPT Group Class Action Administrators pursuant
24 to the terms and provisions set forth in the Settlement Agreement.

25 15. PAGA Penalties. The Court finds that the payment to the California Labor and
26 Workforce Development Agency ("LWDA") of \$251,250 as its share of the settlement of civil
27 penalties is fair, reasonable, and appropriate. The Court hereby grants final approval to and orders
28 payment in accordance with the terms and provisions set forth in the Settlement Agreement.

1 16. Funding the Gross Settlement Amount. No later than fourteen (14) calendar days
2 after the Effective Date has passed (or, if that date falls on a weekend or holiday, the next business
3 day thereafter), Defendants shall transfer to the Settlement Administrator the Gross Settlement
4 Amount of \$3,350,000. No later than ten (10) calendar days after receipt of the Gross Settlement
5 Amount from Defendants, the Settlement Administrator shall make the Court-approved settlement
6 payments to the appropriate persons and entities.

7 17. Uncashed Checks. Settlement Checks will remain negotiable for one hundred and
8 eighty (180) calendar days from the original date of mailing. Settlement Checks that remain
9 uncashed for more than one hundred and eighty (180) calendar days after the original date of
10 mailing shall be voided. Thereafter, the Settlement Administrator shall conduct a second
11 distribution to Settlement Class Members who cashed their initial checks. Settlement checks that
12 remain uncashed for more than one hundred and eighty (180) calendar days after the second
13 distribution date shall be transferred to the Unclaimed Property Fund in accordance with the
14 Settlement Agreement.

15 18. Binding Effect. The terms and provisions of the Settlement Agreement and this
16 Order are binding on Plaintiff, Settlement Class Members, Aggrieved Employees, and their
17 spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. In
18 addition, those terms shall have res judicata and other preclusive effect in all pending and future
19 claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent
20 those claims, lawsuits, or other proceedings involve matters that were or could have been raised in
21 this lawsuit and are encompassed by the Class Released Claims and Private Attorneys General Act
22 of 2004 ("PAGA") Released Claims. The Settlement Agreement will have no binding effect upon,
23 and provide no res judicata preclusion to, those Class Members who have submitted timely
24 requests for exclusion.

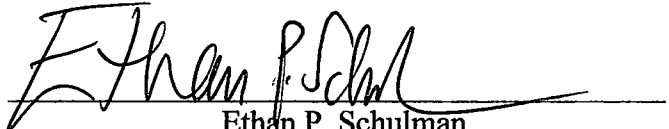
25 19. Final Accounting and Compliance. A Status Conference regarding settlement
26 distribution is set for April 25, 2025 at 9:00 a.m. in Department 304. A status report, accompanied
27 by an admissible evidentiary declaration, shall be filed no later than five (5) court days prior to the
28 Status Conference. The status report shall state the number of uncashed checks following the

1 initial settlement distribution and the total amount of residual funds available for the second
2 distribution.

3 20. Notice to LWDA. Plaintiff shall submit a copy of this Order to the LWDA within
4 10 days after entry pursuant to Labor Code section 2699(l)(3).

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6 IT IS SO ORDERED.

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8 Dated: May 16, 2024

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Ethan P. Schulman
Judge of the Superior Court

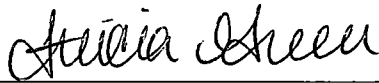
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On May 10, 2024, I electronically served ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES, LITIGATION EXPENSES, AND ENHANCEMENT PAYMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: MAY 10 2024

Brandon E. Riley, Court Executive Officer

By: 
Felicia Green, Deputy Clerk

FILED
San Francisco County Superior Court

MAY 10 2024

CLERK OF THE COURT
BY: *Christina Green*
Deputy Clerk



SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

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

JUDGMENT

1 **JUDGMENT**

2 Judgment is hereby entered in accordance with the terms of this Court's Order Granting
3 Final Approval of Class Action Settlement, Attorneys' Fees, Litigation Expenses, and
4 Enhancement Payment dated May 10, 2024 ("Final Approval Order"). For the purposes of this
5 Judgment, the Court hereby incorporates the Amended Joint Stipulation of Class and PAGA
6 Action Settlement and Release ("Settlement").¹

7 The Class is defined as: "any current or former hourly-paid or non-exempt employee
8 (whether hired directly or through a staffing agency) of Defendant Pinterest within the state of
9 California at any time during the Class Period, and shall specifically include all contingent workers
10 of Defendant Magnit who were its employees of record and were assigned to provide services to
11 Defendant Pinterest during the Class Period." The Class Period is from August 7, 2016 through
12 August 7, 2023.

13 Aggrieved Employees are defined as: "all current and former hourly-paid or non-exempt
14 employees (whether hired directly or through a staffing agency) of Defendant Pinterest within
15 the State of California at any time between March 9, 2022 through August 7, 2023. The
16 Aggrieved Employees shall specifically include all contingent workers of Defendant Magnit who
17 were its employees of record and were assigned to provide services to Defendant Pinterest during
18 the PAGA Period."

19 No Class Members objected to the Settlement following a full and fair opportunity to
20 participate.

21 Four Class Members requested exclusion from the Settlement. Accordingly, this
22 Judgment binds all remaining Class Members.

23 The Gross Settlement Amount is \$3,350,000 plus Defendants' share of payroll taxes. In
24 its Final Approval Order, the Court authorized the following distributions from the Gross
25 Settlement Amount: (1) \$1,116,666.67 in attorneys' fees to Class Counsel; (2) \$25,714.13 to
26 Class Counsel for litigation costs; (3) an \$8,000 Class Representative Enhancement Award for
27

28 ¹ The Amended Joint Stipulation of Class and PAGA Action Settlement and Release attached as
Exhibit 4 to the Supplemental Declaration of Douglas Han filed on November 17, 2023.

1 the named Plaintiff; (4) \$21,000 to CPT Group Class Action Administrators for settlement
2 administration costs; and (5) \$251,250 Private Attorneys General Act ("PAGA") allocation to
3 the California Labor and Workforce Development Agency ("LWDA").

4 The Settlement Administrator is directed to calculate the Settlement Class Members'
5 Individual Settlement Payments from the Net Settlement Fund and issue payments in accordance
6 with the Settlement Agreement.

7 Settlement checks that remain uncashed 180 or more calendar days after issuance shall be
8 cancelled and the Settlement Administrator shall redistribute the residual funds to Settlement
9 Class Members who cashed their checks. Settlement checks that remain uncashed 180 or more
10 calendar days after issuance of the second distribution shall be cancelled and the Settlement
11 Administrator shall tender the residual funds to the State Controller's Office Unclaimed Property
12 Fund in accordance with the Settlement Agreement.

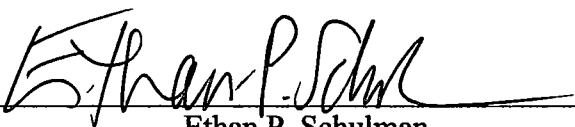
13 Plaintiff, Settlement Class Members, PAGA Aggrieved Employees, and the Labor and
14 Workforce Development Agency ("LWDA"), by operation of this Judgment, hereby fully,
15 finally, and forever release, relinquish, and discharge the Released Parties from the Released
16 Claims as defined and set forth in the Settlement Agreement. (See Settlement §§ 2.9, 2.30, 2.33,
17 9.)

18 The Court expressly retains jurisdiction over this action, the Parties, the Settlement Class
19 Members, and the PAGA Aggrieved Employees to the fullest extent necessary for the
20 administration, interpretation, effectuation, and/or enforcement of the Settlement Agreement, the
21 Final Approval Order, and this Judgment.

22 This document shall constitute a judgment for purposes of California Rules of Court, rule
23 3.769(h). Plaintiff shall submit a copy of this Judgment to the LWDA within 10 days after entry
24 pursuant to Labor Code section 2699(d)(3).

25 IT IS SO ORDERED.

26 Dated: May 10, 2024

27 
Ethan P. Schulman
28 Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On May 10, 2024, I electronically served JUDGMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: MAY 10 2024

Brandon E. Riley, Court Executive Officer

By: 
Felicia Green, Deputy Clerk

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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 May 13, 2024, I served the foregoing document described as

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES, LITIGATION EXPENSES, AND ENHANCEMENT PAYMENT; JUDGMENT

for the following case: **Mathews v. Pinterest, Inc., et al.**
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 May 13, 2024, at Pasadena, California.



Mariah Anderson