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PINTEREST, INC.

(Additional parties on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

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

Plaintiff,

v.

PINTEREST, INC., a California corporation;
MAGNIT, LLC, f/k/a PRO UNLIMITED,
INC.; and DOES 1 through 100, inclusive,

Defendants.

Case No. CGC-21-589584

**JOINT STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT AND
RELEASE**

Dept: 304
Judge: Hon. Ethan P. Schulman
Trial Date: None Set
Date Action Filed: February 2, 2021

1 DOUGLAS HAN (SBN 232858)
2 SHUNT TATAVOS-GHARAJEH (SBN 272164)
3 LIZETTE RODRIGUEZ (SBN 335182)

4 **JUSTICE LAW CORPORATION**

5 751 N. Fair Oaks Avenue, Suite 101
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7 Telephone: (818) 230-7502
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10 KIANA MATHEWS

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19 Attorneys for Defendant
20 MAGNIT, LLC f/k/a PRO UNLIMITED, INC.

1 **CLASS AND PAGA ACTION SETTLEMENT AGREEMENT**

2 This Joint Stipulation of Class and PAGA Action Settlement and Release (“Settlement
3 Agreement,” “Settlement,” or “Agreement”) is made and entered into between Kiana Mathews
4 (“Plaintiff”), individually and as representative of the Class Members and Aggrieved Employees,
5 and Defendants Pinterest, Inc. (“Pinterest”) and Magnit, LLC f/k/a PRO Unlimited, Inc.
6 (“Magnit”) (Defendants collectively as “Defendants”), and is subject to the terms and conditions
7 herein and the approval of the Court. Plaintiff and Defendants are referenced collectively herein
8 as “the Parties.”

9 **I. CONDITIONAL NATURE OF SETTLEMENT**

10 This Agreement is made for the sole purpose of settling the above-captioned action on a
11 class and representative basis. This Settlement is made in compromise of disputed claims as set
12 forth in the case entitled *Mathews v. Pinterest, Inc., et al.*, Case No. CGC-21-589584, pending in
13 the Superior Court of California, County of San Francisco. This action will be referred to herein
14 as “the Action.” The Settling Parties (as defined in Section 2 of this Agreement) enter into this
15 Agreement on a conditional basis.

16 Furthermore, in the event that the Court does not enter the Final Approval Order, or a
17 Judgment is not entered in the Action, or the conditions precedent are not met for any reason, this
18 Settlement shall be deemed void *ab initio*, it shall be of no force or effect whatsoever, it shall not
19 be referred to or utilized for any purpose whatsoever, and the negotiations, terms, and entry of the
20 Agreement shall remain subject to the provision of California Evidence Code §§ 1119 and 1152
21 and any other analogous rules of evidence that might apply.

22 Defendants deny all claims as to liability, damages, penalties, interest, fees, restitution,
23 injunctive relief, and all other forms of relief as well as the representative allegations asserted in
24 the Action. Defendants have agreed to resolve the Action through this Settlement, but to the
25 extent this Settlement is deemed void, Defendants do not waive, but rather expressly reserve, all
26 rights to challenge all such claims and allegations in the Action upon all procedural and factual
27 grounds, including without limitation the ability to challenge class or representative action
28 treatment on any grounds, as well as asserting any and all other potential defenses or privileges.

1 Plaintiff and Plaintiff's Counsel agree that Defendants retain and reserve these rights.
2 Specifically, Plaintiff and Plaintiff's Counsel agree not to argue or present any argument that, in
3 the event this Settlement is not approved in full, Defendants could not file a later motion or
4 opposition that contests the certifiability or manageability of the claims of this Action if it
5 proceeds on a class or representative basis or assert any and all other potential defenses and
6 privileges if this Action were to proceed. Plaintiff and Plaintiff's Counsel hereby waive such
7 arguments and agree they will not take a position contrary to this provision. The Parties intend
8 this Agreement to fully, finally, and forever resolve, discharge, and settle the Released Claims
9 upon and subject to the terms and conditions hereof.

10 **II. DEFINITIONS**

- 11 1. "Agreement" means this agreement entered into by the Parties to effectuate the terms
12 of the Settlement.
- 13 2. "Aggrieved Employees" means all current and former hourly-paid or non-exempt
14 employees (whether hired directly or through a staffing agency) of Defendant Pinterest
15 within the State of California at any time between March 9, 2022, through the date of
16 preliminary settlement approval or August 7, 2023, whichever occurs first. The
17 Aggrieved Employees shall specifically include all contingent workers of Defendant
18 Magnit who were its employees of record and were assigned to provide services to
19 Defendant Pinterest during the PAGA Period. Aggrieved Employees do not have the
20 option to opt out of the PAGA portion of the Settlement.
- 21 3. "Attorneys' Fees and Litigation Expenses" means the fees awarded to Class Counsel
22 in connection with this Action, as approved by the Court, and actual litigation
23 expenses for work performed by Class Counsel that are approved for reimbursement
24 by the Court as set forth in Section 7.2 of this Agreement.

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27 ///

1 4. "Class Counsel" means:

2 DOUGLAS HAN (SBN 232858)
3 SHUNT TATAVOS-GHARAJEH (SBN 272164)
4 LIZETTE RODRIGUEZ (SBN 335182)
5 JUSTICE LAW CORPORATION
6 751 N. Fair Oaks Avenue, Suite 101
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Telephone: +818 230 7502
Facsimile: +818 230 7259

- 7 5. "Class Information" means records for each Class Member including: (1) name, (2)
8 social security number, (3) last known residential address, (4) last known telephone
9 number, (5) last known email address (to the extent reasonably available), and (6)
10 number of Eligible Workweeks worked during the Class Period; and records for each
11 Aggrieved Employee including: (1) name, (2) social security number, (3) last known
12 residential address, (4) last known telephone number, (5) last known email address (to
13 the extent reasonably available) and (6) number of Eligible Workweeks worked during
14 the PAGA Period.
- 15 6. "Class Member" means any current or former hourly-paid or non-exempt employee
16 (whether hired directly or through a staffing agency) of Defendant Pinterest within the
17 state of California at any time during the Class Period, and shall specifically include
18 all contingent workers of Defendant Magnit who were its employees of record and
19 were assigned to provide services to Defendant Pinterest during the Class Period.
- 20 7. "Class Notice" means the Court-approved Class Notice, included here as Exhibit A,
21 which notifies Class Members of the lawsuit and of their estimated share of the
22 Settlement and the number of Eligible Workweeks he/she worked during the Class
23 Period.
- 24 8. "Class Period" means from August 7, 2016, through the date of preliminary settlement
25 approval or August 7, 2023, whichever occurs first.
- 26 9. "Class Released Claims" means all claims, demands, rights, liabilities, penalties, fees,
27 and causes of action that were or could have been asserted based on the facts alleged
28 in the Action during the Class Period, including, but not limited to, for alleged

1 violations of Labor Code sections 201–204, 226, 226.7, 510, 512, 1194, 1197, 1198,
2 2800, or 2802, or any claims based on the following allegations: failure to pay all
3 wages owed, including minimum, straight, and overtime wages; failure to properly
4 calculate the regular rate of pay; failure to provide compliant meal periods or rest
5 breaks or to pay meal period or rest break premiums; failure to provide accurate and/or
6 compliant wage statements; failure to reimburse all reasonable and necessary business
7 expenses; failure to timely pay wages during employment or upon separation; or
8 violation of Cal. Bus. & Prof. Code section 17200 et seq. by engaging in the foregoing
9 conduct. Class Released Claims include all claims for unpaid wages, overtime wages,
10 statutory penalties, civil penalties, damages of any kind, interest, attorneys’ fees, costs,
11 injunctive relief, restitution, and any other equitable relief under California statute,
12 ordinance, regulation, common law, or other source of law, including but not limited
13 to the California Labor Code, California Business & Professions Code, California
14 Civil Code, and California Industrial Welfare Commission Wage Orders.

15 10. “Court” means the Superior Court of the State of California, County of San Francisco.

16 11. “Defendant Magnit” means Magnit, LLC, f/k/a PRO Unlimited, Inc.

17 12. “Defendant Pinterest” means Pinterest, Inc.

18 13. “Defendants” means Defendant Magnit and Defendant Pinterest collectively.

19 14. “Defendants’ Counsel” means:

20 JULIE A. TOTTEN (SBN 166470)
21 jatotten@orrick.com
22 ERIN M. CONNELL (SBN 223355)
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23 KAYLA DELGADO GRUNDY (SBN 300513)
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8 Telephone: +1 415 981 3233

15. "Eligible Workweek" means any workweek in which work was performed by a
Settlement Class Member during the Class Period or PAGA Period.
16. "Enhancement Payment" means a payment to Plaintiff out of the Gross Settlement
Amount of up to Ten Thousand Dollars (\$10,000), or a lesser amount if ordered by the
Court, which will be paid to Plaintiff for serving as the named representative in this
case and in exchange for a general release of claims and California Civil Code section
1542 waiver. Plaintiff will also be eligible for an Individual Class Settlement Payment
and PAGA Settlement Payment.
17. "Effective Date" means the date that the Court's Judgment in the Action becomes
final. For purposes of this Settlement Agreement, the Judgment "becomes final" upon
the last to occur of the following: (i) the day immediately after the last day by which a
Notice of Appeal of Judgment may be timely filed with the California Court of Appeal
(i.e., the sixty-first calendar day following entry of Judgment), and no such appeal
being filed; (ii) if an appeal is filed and is finally disposed of by ruling, dismissal,
denial, or otherwise, the day after the last date for filing a request for further review of
the Court of Appeal's decision passes and no further review is requested; (iii) if an
appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise
by the Court of Appeal, and further review of the Court of Appeal's decision is
requested, the day after the request for review is denied with prejudice and/or no
further review of the order can be requested; or (iv) if review is accepted, the day the
Supreme Court of the State of California affirms the Settlement.

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- 1 18. “Final Approval” means an Order granting final approval of the Settlement of this
2 Action.
- 3 19. “Gross Settlement Amount” or “GSA” shall mean the total of Three Million Three
4 Hundred Fifty Thousand Dollars (\$3,350,000). The Gross Settlement Amount will be
5 used to pay Settlement Administration Costs, Class Counsel’s attorneys’ fees and
6 costs, Plaintiff’s Enhancement Payment, the Individual Class Settlement Payments,
7 the PAGA Settlement Payments, and the PAGA Penalties to be paid to the Labor
8 Workforce Development Agency (“LWDA”). Defendants’ corporate payroll tax
9 obligations shall be paid in addition to the GSA. Defendants shall not be required to
10 pay more than the GSA, plus employer-side payroll taxes on the wage payments made
11 to members of the Settlement Class.
- 12 20. “Individual Class Settlement Payments” means the *pro rata* amount payable from the
13 Net Settlement Amount to each of the Settlement Class Members based on each
14 Settlement Class Member’s number of Eligible Workweeks during the Class Period.
15 Individual Class Settlement Payments will be paid to Settlement Class Members in the
16 form of a check and the Settlement Administrator will make all required withholdings.
17 Individual Settlement Payments will be treated as follows: 50% as wages, reportable
18 on IRS Form W-2 and subject to withholdings; 50% as interest and penalties
19 reportable on IRS Form 1099.
- 20 21. “Individual PAGA Payments” means the *pro rata* amount payable from the 25%
21 portion of PAGA Penalties that will be paid to Aggrieved Employees based on each
22 Aggrieved Employee’s number of Eligible Workweeks during the PAGA Period.
23 Individual PAGA Payments will be paid to Aggrieved Employees in the form of a
24 check, and Aggrieved Employees will be issued an IRS Form 1099 for their Individual
25 PAGA Payments. Individual PAGA Payments will be treated 100% as penalties.
- 26 22. “Judgment” means a judgment entered by the Court following entry of the Final
27 Approval order.
- 28 23. “LWDA” means the California Labor Workforce Development Agency.

- 1 24. “LWDA Payment” means the 75% portion of the PAGA Penalties that will be paid to
2 the LWDA pursuant to California Labor Code § 2699(i).
- 3 25. “Net Settlement Amount” or “NSA” means the amount remaining from the GSA after
4 Class Counsel’s court-approved attorneys’ fees and costs, Plaintiff’s Enhancement
5 Payment, the PAGA Penalties, and Settlement Administration Costs have been
6 deducted from the GSA, from which the Individual Class Settlement Payments will be
7 paid.
- 8 26. “PAGA” means the California Labor Code Private Attorneys General Act, California
9 Labor Code §§ 2698, *et seq.*
- 10 27. “PAGA Notice” means the notice that Plaintiff provided to the Department of
11 Industrial Relations, dated May 15, 2023, that informed the PAGA Administrator of
12 the alleged violations of the Labor Code that are at issue in this Action (LWDA-CM-
13 891853-22).
- 14 28. “PAGA Penalties” means the \$335,000 of the GSA that the Parties have allocated to
15 settlement of Plaintiff’s PAGA claim, 75% of which will be paid to the LWDA (the
16 “LWDA Payment”) and 25% of which will be distributed to Aggrieved Employees as
17 Individual PAGA Payments.
- 18 29. “PAGA Period” means the time period of March 9, 2022, through the date of
19 preliminary settlement approval or August 7, 2023, whichever occurs first.
- 20 30. “PAGA Released Claims” means all claims, demands, rights, liabilities, penalties,
21 fees, and causes of action under PAGA on behalf of the Aggrieved Employees during
22 the PAGA Period based on the factual allegations and legal assertions made in the
23 operative complaint or PAGA Notice, including but not limited to claims based on any
24 alleged failure to pay all wages owed, including minimum, straight, and overtime
25 wages; failure to properly calculate the regular rate of pay; failure to provide
26 compliant meal periods or rest breaks or to pay meal period and rest break premiums;
27 failure to provide accurate and/or compliant wage statements; failure to reimburse all
28 reasonable and necessary business expenses; or failure to timely pay wages during

1 employment or upon separation.

2 31. “QSF” means the Qualified Settlement Fund established by the Settlement
3 Administrator for the benefit of the Settlement Class Members and Aggrieved
4 Employees and from which the Individual Class Settlement Payments and Individual
5 PAGA Payments will be paid.

6 32. “Reasonable Address Verification Measure” means utilization of the National Change
7 of Address Database maintained by the United States Postal Service prior to the initial
8 mailing of the Settlement Checks and skip-tracing of bad addresses upon the return of
9 undelivered Settlement Checks.

10 33. “Released Parties” means Defendants and their past or present officers, directors,
11 shareholders, employees, agents, principals, heirs, representatives, accountants,
12 auditors, attorneys, consultants, insurers, and their respective successors and
13 predecessors in interest, assigns, subsidiaries, affiliates, and parents in their individual
14 and corporate capacities, as well as each and every staffing company, agency, or entity
15 that provided non-exempt or hourly-paid contingent workers to Defendant Pinterest
16 during the Class Period, and each of their past or present officers, directors,
17 shareholders, employees, agents, principals, heirs, representatives, accountants,
18 auditors, attorneys, consultants, insurers, and their respective successors and
19 predecessors in interest, assigns, subsidiaries, affiliates, and parents in their individual
20 and corporate capacities.

21 34. “Response Deadline” means 60 days after the mailing of the Class Notice during
22 which time Class Members may opt out of the non-PAGA portion of the Settlement,
23 object to the non-PAGA portion of the Settlement, or dispute the number of Eligible
24 Workweeks that they worked during the Class Period.

25 35. “Settlement Administrator” means CPT Group Class Action Administrators, who the
26 Parties have selected to administer this Settlement.

27 36. “Settlement Administration Costs” means the reasonable costs and fees incurred by
28 the Settlement Administrator, as approved by the Court, to administer the Settlement

1 in accordance with this Agreement, which will be paid from the GSA and is expected
2 not to exceed twenty thousand dollars (\$20,000).

3 37. "Settlement Check" means a check mailed by the Settlement Administrator to a
4 Settlement Class Member or Aggrieved Employee with that individual's Individual
5 Class Settlement Payment and/or Individual PAGA Payment.

6 38. "Settlement Class Member" means a Class Member who did not timely opt out of the
7 non-PAGA portion of the Settlement by submitting an opt-out request to the
8 Settlement Administrator by the opt-out deadline.

9 39. "Updated Address" means a mailing address that was updated via a Reasonable
10 Address Verification Measure, or an updated mailing address provided by the United
11 States Postal Service, a Class Member, an Aggrieved Employee, or any other valid
12 source.

13 **III. PROCEDURAL BACKGROUND**

14 On February 2, 2021, Plaintiff Kiana Mathews filed a class action lawsuit in San
15 Francisco County Superior Court, Case No. CGC-21-589584, on behalf of herself and all other
16 Class Members. In the Complaint, Plaintiff alleged various wage and hour violations under
17 California law, including claims for: (1) unpaid overtime wages; (2) unpaid meal period
18 premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) waiting time
19 penalties; (6) non-compliant wage statements; (7) unreimbursed business expenses; and (8) unfair
20 business practices.

21 On April 16, 2021, Defendant Pinterest demurred and moved to strike portions of the
22 Complaint, arguing that: (1) Plaintiff was not an employee of Defendant Pinterest and thus lacked
23 standing to bring wage and hour claims against it; (2) Plaintiff failed to plead facts sufficient to
24 support any of her causes of action; (3) Plaintiff's claims were not suitable for class treatment;
25 and, by special demurrer (4) that Plaintiff failed to join necessary parties because, although she
26 alleged that she was employed by staffing agency that placed her at Defendant Pinterest, failed to
27 name that staffing agency as a defendant.

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1 On May 18, 2021, the Action was designated as complex and assigned to Judge Massullo.
2 On May 27, 2021, Plaintiff filed a peremptory challenge to Judge Massullo, and the matter was
3 reassigned to Judge Cheng on June 4, 2021. Before Judge Cheng issued his decision on
4 Defendant Pinterest's demurrer and motion to strike, Plaintiff and Defendant Pinterest engaged in
5 significant discovery and discovery motion practice.

6 On November 29, 2021, Judge Cheng overruled in part and sustained in part with leave to
7 amend Defendant Pinterest's demurrer and granted with prejudice in part and granted with leave
8 to amend in part Defendant Pinterest's motion to strike, finding that (1) Plaintiff had not pled
9 sufficient facts to support any of her causes of action (2) including her class allegations, (3)
10 Plaintiff had sufficiently pleaded that Defendant Pinterest was her employer; (4) Plaintiff had not
11 failed to join a necessary party; and (5) striking Plaintiff's requests for punitive damages with
12 prejudice and (6) attorneys fees with leave to amend.

13 On December 27, 2021, Plaintiff filed a First Amended Class Action Complaint,
14 purporting to correct the deficiencies that Judge Cheng identified.

15 On January 5, 2022, the Action was reassigned to Judge Schulman.

16 On January 26, 2022, Defendant Pinterest demurred to Plaintiff's First Amended
17 Complaint, arguing again that: (1) Plaintiff failed to plead facts sufficient to state claims; (2)
18 Plaintiff's proposed class was not suitable for class treatment; and (3) Plaintiff failed to join a
19 necessary party. On February 28, 2022, Judge Schulman overruled Defendant Pinterest's
20 demurrer in its entirety. Defendant Pinterest filed an Answer to Plaintiff's First Amended
21 Complaint on March 14, 2022. After meeting and conferring on Pinterest's Answer with Plaintiff,
22 Pinterest filed an Amended Answer on April 27, 2022.

23 Plaintiff and Defendant Pinterest then continued to meet and confer regarding outstanding
24 discovery issues and, throughout those meet-and-confer efforts, discussed the possibility of
25 potential mediation. They ultimately agreed to attend mediation on March 9, 2023, with Mark
26 Rudy, Esq. Given Plaintiff's employment with Defendant Magnit, Defendant Pinterest invited
27 Defendant Magnit to also attend mediation so that Defendants could both be released from
28 Plaintiff's class claims. For several months leading up to mediation, the Parties engaged in

1 extensive pre-mediation, informal discovery, including the production of documents pertaining to
2 relevant policies and practices, a production of time and earnings data of Defendant Pinterest's
3 direct employees, a sampling of time and earnings data of employees who Defendant Magnit had
4 placed at Defendant Pinterest, and Plaintiff's deposition.

5 The Parties have engaged in arm's length negotiations, including a mediation session on
6 March 9, 2023, facilitated by Mark Rudy, Esq., who has extensive experience in labor and
7 employment litigation. The Parties did not reach a settlement the day of mediation, but Mr. Rudy
8 continued to engage with the Parties and issued a mediator's proposal that was ultimately
9 accepted by the Parties and memorialized in a Memorandum of Understanding that summarizes
10 the key terms of the Settlement detailed in this Agreement. The Parties also agreed to resolve and
11 release a claim for civil penalties brought under California's Private Attorneys General Act
12 ("PAGA"), and agreed that Plaintiff would notify the Labor Workforce Development Agency
13 ("LWDA") and, after the 65-day exhaustion period expired, amend her complaint once more to
14 add the PAGA claim.

15 On May 15, 2023, Plaintiff submitted her PAGA notice with the LWDA. On July 10,
16 2023, Plaintiff filed and served her Second Amended Complaint.

17 The Parties and their counsel are sufficiently familiar with the facts of this Action and the
18 applicable laws to make an informed judgment as to the fairness of the Settlement, the respective
19 strengths and weaknesses of the claims brought by the group that Plaintiff sought to represent,
20 and the risks of proceeding in litigation. The Parties are represented by competent counsel and
21 have had the opportunity to consult with counsel prior to the signing of this Agreement.

22 **IV. DEFENDANTS' DENIAL OF LIABILITY**

23 Defendants specifically and generally deny any and all liability or wrongdoing of any sort
24 with respect to any of the claims alleged in the Action and make no concessions or admissions of
25 liability of any sort. Defendants maintain that for any purpose other than settlement, the Action is
26 not appropriate for class or representative treatment and that, had this matter proceeded through
27 litigation, it would be uncertifiable and unmanageable. Nonetheless, Defendants have concluded
28 that further litigation would be protracted, distracting, and expensive, and that it is desirable that

1 the Action be fully and finally settled in the manner and upon the terms and conditions set forth in
2 this Agreement. Defendants have also taken into account the uncertainty and risks inherent in any
3 litigation. Defendants have therefore determined that it is desirable and beneficial to settle the
4 Action in the manner and upon the terms and conditions set forth in this Agreement.

5 The Parties agree there is a bona fide dispute as to the claims in the alleged Action, and
6 neither this Agreement, nor the Settlement-related documents, nor the Settlement itself shall be
7 construed as an admission of either fact or law on any issue by any Party.

8 **V. PLAINTIFF'S CLAIMS AND BENEFITS OF SETTLEMENT**

9 Plaintiff and Class Counsel believe that the claims asserted in the Action have merit and
10 that evidence developed to date supports the claims. However, Plaintiff and Class Counsel
11 recognize and acknowledge the significant expense, resources, and time required to prosecute the
12 Action against Defendants through trial and through appeals. Plaintiff and Class Counsel have
13 also taken into account the uncertain outcome and the risks of litigation, the difficulties and
14 delays inherent in this and similar litigation, the challenges of proving certifiability and
15 manageability throughout the Action, and the problems of proving liability and rebutting possible
16 defenses to the claims alleged in the Complaint. Based upon their evaluation, Plaintiff and Class
17 Counsel have determined that the settlement set forth in this Agreement is fair, reasonable,
18 adequate, and in the interests of Plaintiff, Class Members, and Aggrieved Employees. Both Class
19 Counsel and the Plaintiff believe that the settlement set forth in this Agreement confers
20 substantial benefits upon all Class Members and Aggrieved Employees.

21 **VI. CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT**

22 6.1 The Parties enter into this Agreement and the Settlement on a conditional basis.
23 This Agreement and Settlement will become final and effective only upon the occurrence of all of
24 the following events:

25 6.1.1 The Court enters a Final Approval Order and Judgment; and

26 6.1.2. The Effective Date occurs, and any challenge to the Settlement, whether by
27 objection or appeal, is resolved in favor of enforcement of the Settlement.

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6.2 Unless otherwise agreed in writing by the Parties, this Agreement shall be deemed null and void *ab initio* upon the failure of any of these conditions to occur.

**VII. SETTLEMENT CONSIDERATION—NO CLAIM FORM REQUIRED;
DEDUCTIONS FROM THE GROSS SETTLEMENT AMOUNT; CALCULATION
OF PAYMENTS FROM THE NET SETTLEMENT AMOUNT**

This shall be an all-in Settlement without a reversion.

7.1 **Payment of the Gross Settlement Amount:** Defendants will pay the Gross Settlement Amount in full and final settlement of the Action. The Gross Settlement Amount will constitute adequate consideration for this Settlement. Since any uncashed settlement check funds will be deposited by the Settlement Administrator to the Unclaimed Property Fund administered by the State of California in the name of the individual to whom the funds belong, this Agreement and the associated Judgment do not and will not create any unpaid residue or unpaid residual, and no distribution of such shall be required.

7.2 **Attorneys' Fees and Litigation Expenses:** Class Counsel will submit an application for: (a) an award of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount, or \$1,116,666.67; and (b) an award of Class Counsel's actual Litigation Expenses (as documented on an itemized cost sheet with appropriate support), estimated to be no more than \$30,000 both of which shall be paid out of the Gross Settlement Amount as approved by the Court. The Attorneys' Fees and Litigation Expenses set forth in this Section, as approved by the Court, will constitute complete consideration for all work performed and expenses incurred to date and for all work to be performed and expenses to be incurred through the completion of the Action, its settlement, and the effort to secure a Final Approval Order and Judgment by Class Counsel. The Attorneys' Fees and Litigation Expenses, as approved by the Court, shall constitute full satisfaction of any claim for fees or costs.

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1 7.2.1 In the event that the Court (or any appellate court) awards less than the
2 amount requested for Attorneys' Fees or Litigation Expenses, only the awarded amounts shall be
3 paid and shall constitute satisfaction of those obligations and full payment thereunder, and any
4 remaining or unawarded portion of the requested Attorneys' Fees or Litigation Expenses shall be
5 made a part of the Net Settlement Amount. To the extent the Court does not approve any or all of
6 the Attorneys' Fees or Litigation Expenses requested, the Settlement shall remain binding except
7 as otherwise provided, and this will not be a justification for Plaintiff or Settlement Class Members
8 to withdraw from the Settlement.

9 7.2.2 Class Counsel agrees to be solely responsible for any claims, liens or other
10 demands from persons or entities who previously represented Plaintiff and may seek to be
11 compensated out of the Gross Settlement Amount for attorneys' fees and/or legal costs arising from
12 prosecution of the Action against Defendants.

13 7.3 **Settlement Administration Costs:** From the Gross Settlement Amount,
14 Settlement Administration Costs shall be paid in an amount expected not to exceed Twenty
15 Thousand Dollars (\$20,000.00), subject to approval from the Court.

16 7.4 **Enhancement Payment to Plaintiff:** From the Gross Settlement Amount,
17 Defendants agree to pay Plaintiff, subject to Court approval, an Enhancement Payment of up to
18 Ten Thousand Dollars (\$10,000.00). Plaintiff shall be issued an Internal Revenue Service Form
19 1099 for any Enhancement Payment approved by the Court. Plaintiff hereby acknowledges that
20 she has not obtained tax advice from Defendants and that neither Defendants nor their attorneys
21 have made any representation concerning tax consequences, if any, of the Enhancement Payment.
22 Plaintiff agrees that she is solely responsible for the tax consequences of the Enhancement
23 Payment.

24 7.4.1 In the event that the Court (or any appellate court) awards less than the
25 amount requested for the Enhancement Payment, only the awarded amount shall be paid and shall
26 constitute satisfaction of those obligations and full payment thereunder, and any remaining or
27 unawarded portion of the requested Enhancement Payment shall be made a part of the Net
28 Settlement Amount.

1 7.4.2 The Enhancement Payment, if approved by the Court, is in addition to the
2 Plaintiff's Individual Class Settlement Payment and Individual PAGA Payment and shall not be
3 considered wages.

4 7.5 **PAGA Penalties; LWDA Payment; Net Settlement Amount:** The PAGA
5 Penalties are the \$335,000 that the Parties have allocated for settlement of Plaintiff's PAGA
6 Claim.

7 7.5.1 Pursuant to California Labor Code § 2699(i), 75% of the PAGA Penalties
8 will be paid to the LWDA as the "LWDA Payment."

9 7.5.2 The remaining 25% of the PAGA Penalties will be the fund from which
10 Individual PAGA Payments are made.

11 7.5.3 Individual PAGA Payments will be calculated *pro rata* based on the
12 number of Eligible Workweeks each Aggrieved Employee has during the PAGA Period
13 according to Defendants' records. Individual PAGA Payments will be paid to Aggrieved
14 Employees in the form of a Settlement Check.

15 7.6 **Taxes on Individual PAGA Payments:** Individual PAGA Payments will be
16 treated as non-wage penalties and interest, reportable to the Internal Revenue Service on Form
17 1099. Defendants shall not be responsible for tax payments on any portion of the Gross
18 Settlement Amount. The Parties further understand that Plaintiff and any Aggrieved Employee
19 who receives any Individual PAGA Payment pursuant to this Agreement shall be solely
20 responsible for any and all tax obligations associated with such receipt.

21 7.7 **Calculation of Defendants' Corporate Payroll Obligations:** Defendants'
22 corporate payroll tax obligation shall be calculated by the Settlement Administrator and paid
23 separately from the GSA.

24 7.8 **Payment of Individual Class Settlement Payments:** Individual Class Settlement
25 Payments will be made from the Net Settlement Amount. Individual Class Settlement Payments
26 will be calculated *pro rata* based on the number of Eligible Workweeks each Settlement Class
27 Member has during the Class Period according to Defendants' records. Individual Class
28 Settlement Payments will be paid to Settlement Class Members in the form of a Settlement

1 Check.

2 7.9 **Taxes on Individual Class Settlement Payments:** Individual Class Settlement
3 Payments will be treated 50% as wages, reportable to the Internal Revenue Service on Form W-2
4 and subject to withholdings, and 50% as interest and penalties, reportable to the Internal Revenue
5 Service on Form 1099. Defendants shall not be responsible for tax payments on any portion of
6 the Gross Settlement Amount. The Parties further understand that the Plaintiff and any Settlement
7 Class Member who receives any Individual Class Settlement Payment pursuant to this Agreement
8 shall be solely responsible for any and all tax obligations associated with such receipt.

9 **VIII. ADMINISTRATION OF THE SETTLEMENT**

10 8.1 **Motion for Preliminary Approval of Settlement Agreement:** Class Counsel has
11 agreed to draft and file the Motion for Preliminary Approval no later than October 5, 2023. At
12 least seven (7) court days before the filing deadline for the Motion for Preliminary Approval,
13 Plaintiff will provide drafts of the Memorandum of Points and Authorities and supporting
14 documents to Defendants so that Defendants have an opportunity to review and provide
15 commentary. Defendants will provide commentary or any feedback within five (5) court days of
16 receiving the draft of the Motion for Preliminary Approval and supporting documents. If either
17 Defendant does not provide commentary by that time, that Defendant will have waived their right
18 to review and comment.

19 8.2 **Motion for Final Approval of Settlement Agreement:** At least seven (7) court
20 days before the filing deadline for the Motion for Final Approval, Plaintiff will provide drafts of
21 the Memorandum of Points and Authorities and supporting documents to Defendants so that
22 Defendants have an opportunity to review and provide commentary. Defendants will provide
23 commentary or any feedback within five (5) court days of receiving the draft of the Motion for
24 Final Approval and supporting documents. If either Defendant does not provide commentary by
25 that time, that Defendant will have waived their right to review and comment.

26 8.3 **Settlement Administrator:** The Parties agree to jointly utilize a third-party
27 Settlement Administrator to distribute the Gross Settlement Amount as outlined in this
28 Agreement. The Parties have selected CPT Group Class Action Administrators to administer the

1 Settlement, but may jointly select a different settlement administrator subject to the approval of
2 the Court. Settlement Administration Costs are referenced in Section 7.3. If the actual cost of
3 settlement administration is less than the amount approved by the Court, the remaining amount
4 shall be added to the Net Settlement Amount and distributed accordingly. Settlement
5 Administration Costs as approved by the Court shall come out of the Gross Settlement Amount.
6 The Settlement Administrator's duties shall include the following: distribute the Class Notice,
7 establish a static website for the case, distribute payments for Attorneys' Fees and Litigation
8 Expenses to Class Counsel; distribute Plaintiff's Enhancement Payment to Plaintiff; make
9 payment to the LWDA for its 75% share of the PAGA Penalties; update addresses for Class
10 Members via the USPS National Change of Address database and perform a skip tracing process
11 to determine the best, most recent address prior to distribution of any Settlement Checks;
12 calculate Defendants' corporate payroll tax obligations; determine Individual Class Settlement
13 Payment amounts for each Settlement Class Member; determine Individual PAGA Payment
14 amounts for each Aggrieved Employee; mail Settlement Checks; re-mail undeliverable
15 Settlement Checks; redistribute funds from uncashed settlement checks to participating Class
16 Members who cashed their checks; pay to the Unclaimed Property Fund any funds remaining in
17 the QSF; and perform related tax, accounting, and administration services.

18 8.4 **Establishment and Funding of the QSF**: The Parties agree that the QSF is
19 intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code
20 and Treasury Regulation § 1.468B-1 (26 C.F.R. § 1.468B-1 *et seq.*) and will be administered by
21 the Settlement Administrator as such. With respect to the QSF, the Settlement Administrator
22 shall: (1) open and administer a settlement account in such a manner as to qualify and maintain
23 the qualification of the QSF as a "Qualified Settlement Fund" under Section 468B of the Internal
24 Revenue Code and Treasury Regulation § 1.468B-1; (2) satisfy all federal, state and local income
25 and other tax reporting, return, and filing requirements with respect to the QSF; and (3) satisfy
26 out of the QSF all fees, expenses and costs incurred in connection with the opening and
27 administration of the QSF and the performance of its duties and functions as described in this
28 Agreement. The aforementioned taxes, fees, expenses, and costs shall be treated as and included

1 in the costs of administering the QSF and as Settlement Administration Costs. The Parties and the
2 Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement
3 Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election
4 statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-
5 1(j)(2)(ii). The Parties agree to cooperate with the Settlement Administrator and one another to
6 the extent reasonably necessary to carry out the provisions of this section of the Agreement.

7 8.5 **Class Information**: For each Class Member, Defendants will provide the
8 Settlement Administrator with the following data from their records, to the extent available: (1)
9 name, (2) social security number, (3) last known residential address, (4) last known telephone
10 number, (5) last known email address (to the extent reasonably available), and (6) number of
11 Eligible Workweeks worked during the Class Period. For each Aggrieved Employee, Defendants
12 will provide the Settlement Administrator with the following data from their records, to the extent
13 available: (1) name, (2) social security number, (3) last known residential address, (4) last known
14 telephone number, (5) last known email address (to the extent reasonably available) and (6)
15 number of Eligible Workweeks worked during the PAGA Period. Defendants will provide, in
16 Microsoft Excel or Microsoft Word form, the Class Information to the Settlement Administrator
17 within 30 calendar days (or, if that date falls on a weekend or holiday, the next business day
18 thereafter) after the Court enters an order granting preliminary approval of the Settlement. To the
19 extent that any Class Information is not readily available in light of the inclusion of third-party
20 contractor employees, the parties agree to work cooperatively to collect such information,
21 including through the use of third-party subpoenas, if and as necessary. Defendants shall take the
22 lead in issuing subpoenas and collecting the Class Information. Plaintiff expressly agrees that to
23 the extent certain Class Information is not available within 30 calendar days of a Court order
24 granting preliminary approval, such circumstances will not constitute a breach of this Agreement
25 by Defendants so long as Defendants can identify timely, reasonable, and diligent efforts that
26 have been made to collect said information. The Parties will then continue to work together in
27 good faith to gather the outstanding information and, if necessary, move the Court to continue any
28 final approval hearing dates and deadlines so that adequate notice can be provided to Class

1 Members and Aggrieved Employees. The Settlement Administrator shall utilize Reasonable
2 Address Verification Measures which may include running the mailing addresses provided
3 through the National Change of Address database and using Updated Addresses for each Class
4 Member and Aggrieved Employee when mailing Class Notices.

5 8.6 **Distribution of Class Notice:** Within ten (10) calendar days of receiving the Class
6 Information, the Settlement Administrator will send Class Members, by first-class mail, at their
7 last known address, the Court-approved Class Notice, notifying them of the lawsuit and of their
8 estimated share of the Settlement and the number of Eligible Workweeks they worked during the
9 Class Period. The Settlement Administrator will also email the Court-approved Class Notice to
10 Class Members' last known address. The Settlement Administrator will take reasonable steps to
11 ensure that the Class Notice packet is received by as many Class Members as possible, including
12 by use of the National Change of Address Database and skip tracing to review the accuracy of
13 and (if possible and as needed) updating mailing addresses.

14 If a Class Notice is returned because of an incorrect address, within ten (10) days from
15 receipt of the returned Class Notice, the Settlement Administrator will conduct a search for a
16 more current address for the Class Member and remail the Class Notice to the Class Member. The
17 Settlement Administrator will use the National Change of Address Database and skip traces to
18 attempt to find the current address. The Settlement Administrator will be responsible for taking
19 reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is
20 returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a
21 minimum: (i) tracking of all undelivered mail; (ii) performing address searches for all mail
22 returned without a forwarding address; and (iii) promptly remailing to Class Members for whom
23 new addresses are found. If the Settlement Administrator is unable to locate a better address, the
24 Class Notice shall be remailed to the original address. If the Class Notice is remailed, the
25 Settlement Administrator will note for its own records the date and address of each remailing.

26 8.7 **Opting Out, Objecting, Disputing Workweeks:** Class Members will have sixty
27 (60) calendar days from the mailing of the Class Notice to opt out of or object to the non-PAGA
28 portion of the Settlement, or to dispute their Eligible Workweeks, unless extended by the Court

(the "Response Deadline"). Class Members may dispute their workweeks by timely submitting information to the Settlement Administrator, and may notify the Settlement Administrator of any objections to the Settlement. The Settlement Administrator will certify jointly to Class Counsel and Defense Counsel any opt-outs or objections received. In the event of a dispute over a Class Member's Eligible Workweeks, Defendants shall make the final decision as to which dates should be applied based on its records and any evidence submitted by the Class Member. Aggrieved Employees may not opt out of the PAGA portion of this Settlement. **Under no circumstances should a Class Member file anything with the Court directly.**

8.8 Distribution of Gross Settlement Amount:

8.8.1 No later than five (5) business days after the Effective Date has passed, the Settlement Administrator shall prepare a final list of all Settlement Class Members and Aggrieved Employees. For each person on this list, the Settlement Administrator will calculate the amounts due to each Settlement Class Member and Aggrieved Employee using the methodology set forth in this Agreement.

8.8.2 No later than fourteen (14) calendar days after the Effective Date has passed (or, if that date falls on a weekend or holiday, the next business day thereafter), Defendants shall transfer to the Settlement Administrator the Gross Settlement Amount of \$3,350,000.00. Defendants will wire the funds requested by the Settlement Administrator into the QSF set up and controlled by the Settlement Administrator.

8.8.3 No later than ten (10) calendar days after receipt of the Gross Settlement Amount from Defendants, the Settlement Administrator will (1) pay from the Gross Settlement Amount the Settlement Administration Costs, as approved by the Court; (2) pay from the Gross Settlement Amount to Class Counsel the Attorneys' Fees and Litigation Expenses, as approved by the Court; (3) pay from the Gross Settlement Amount to Plaintiff the Enhancement Payment, as approved by the Court; (4) pay from the Gross Settlement Amount the LWDA Payment; (5) pay from the Gross Settlement Amount the Individual PAGA Payments; and (6) pay from the Gross Settlement Amount the Individual Class Settlement Payments, less applicable deductions and withholdings.

1 8.8.4 Settlement Checks will remain negotiable for one hundred eighty (180)
2 calendar days from the original date of mailing. Any checks returned as non-deliverable on or
3 before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the
4 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
5 Administrator will promptly utilize Reasonable Address Verification Measures to attempt to
6 determine the correct address using a skip-trace, or other search using the name, address, or Social
7 Security number of the Settlement Class Member or Aggrieved Employee involved and will then
8 perform a single re-mailing using an Updated Address, if available. The Settlement Administrator
9 shall mail a check-cashing reminder postcard to those recipients who have not negotiated their
10 Settlement Checks within ninety (90) days of mailing. Funds represented by Settlement Checks
11 returned as undeliverable and those settlement checks remaining uncashed for more than 180 days
12 after the original date of mailing shall be redistributed to participating Class Members who cashed
13 their checks. Funds represented by these redistributed Settlement Checks that remain uncashed for
14 more than 180 days after the redistribution date shall be deposited to the Unclaimed Property Fund
15 in the name of the individual who the Settlement Check was made out to.

16 8.9 After the Settlement Checks have been mailed and any deposit to the Unclaimed
17 Property Fund has been made, the Settlement Administrator will provide an accounting in a
18 signed declaration to the Parties of all amounts paid out in connection with this Settlement.

19 **IX. RELEASED CLAIMS**

20 9.1 **Release by Settlement Class Members:** When the Court's final approval order
21 and judgment becomes final and upon funding of the Gross Settlement Amount, the Settlement
22 Class Members shall release the Released Parties from the Class Released Claims.

23 9.2 **Release by Aggrieved Employees:** When the Court's final approval order and
24 judgment becomes final and upon funding of the Gross Settlement Amount, the LWDA and
25 Plaintiff, acting as a proxy of the State of California, shall release, and they and all Aggrieved
26 Employees shall be barred from alleging any of the PAGA Released Claims against the Released
27 Parties.

28 ///

1 9.3 **Agreement As Evidence of Res Judicata:** Any Party to this Settlement
2 Agreement may use the Settlement Agreement to assert that this Settlement Agreement and the
3 Judgment to be entered by the Court following Final Approval of this Settlement Agreement bar
4 any later-filed action asserting any Class Released Claims or PAGA Released Claims against any
5 of the Released Parties. The provisions of this paragraph apply regardless of whether Plaintiff,
6 Settlement Class Members, and/or Aggrieved Employees cash their Settlement Checks.

7 9.4 **General Release by Plaintiff:** As consideration for the Enhancement Payment,
8 upon the Effective Date, Plaintiff, on behalf of herself and each of her respective heirs,
9 representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of
10 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the
11 Released Parties from all claims or causes of action of any type whatsoever, whether known or
12 unknown, arising out of or related to the Action or Plaintiff's employment with or separation of
13 employment from either Defendant, including but not limited to any and all claims for wrongful
14 discharge; termination in violation of public policy; discrimination; harassment; retaliation; failure
15 to provide reasonable accommodation; failure to engage in a good faith interactive process; breach
16 of contract, both express and implied; breach of covenant of good faith and fair dealing, both
17 express and implied; promissory estoppel; negligent or intentional infliction of emotional distress;
18 fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract
19 or prospective economic advantage; unfair business practices; defamation; libel; slander;
20 negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion;
21 and disability benefits; any and all claims for violation of any federal, state, or municipal statute,
22 including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991;
23 Section 1981 of U.S.C. Title 42; the Rehabilitation Act of 1973; the Americans with Disabilities
24 Act of 1990; the Equal Pay Act; the Fair Credit Reporting Act; the Employee Retirement Income
25 Security Act of 1974 (regarding unvested benefits); the Worker Adjustment and Retraining
26 Notification Act; the Family and Medical Leave Act, except as prohibited by law; the Sarbanes-
27 Oxley Act of 2002; the National Labor Relations Act; the Uniform Services Employment and
28 Reemployment Rights Act; the Genetic Information Nondiscrimination Act; the Immigration

1 Reform and Control Act; the California Family Rights Act; the California Labor Code; the
2 California Industrial Welfare Commission Wage Orders; the California Business & Professions
3 Code; and the California Fair Employment and Housing Act; any and all claims for violation of the
4 federal, or any state, constitution; any and all claims arising out of any other laws and regulations
5 relating to employment or employment discrimination, harassment or retaliation; any and all claims
6 for monetary recovery and personal or individual relief, except as prohibited by law; and any
7 premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory
8 relief, or accounting based on the claims (the "Plaintiff's Released Claims"). Nothing in this
9 Agreement shall be construed to prohibit Plaintiff from (i) filing a charge or complaint with the
10 Equal Employment Opportunity Commission or any other federal, state or local administrative or
11 regulatory agency, or (ii) participating in any investigation or proceedings conducted by the Equal
12 Employment Opportunity Commission or any other federal, state or local administrative or
13 regulatory agency. However, Plaintiff expressly waives the right to any relief of any kind in the
14 event that the Equal Employment Opportunity Commission or any other federal, state or local
15 administrative or regulatory agency pursues any claim on Plaintiff's behalf that Plaintiff has
16 released in this Agreement. Furthermore, this general release of claims excludes, and Plaintiff does
17 not waive, release, or discharge any unwaivable rights Plaintiff may have under the California
18 Labor Code, claims under state workers' compensation or unemployment laws or indemnification
19 rights Plaintiff has against Released Parties, and/or any claims by Plaintiff that cannot be released
20 by a private settlement agreement.

21 9.5 With regard to the Plaintiff's Released Claims, Plaintiff expressly waives all rights
22 under California Civil Code section 1542, which states:

23 **A general release does not extend to claims that the creditor or releasing party**
24 **does not know or suspect to exist in his or her favor at the time of executing**
25 **the release and that, if known by him or her, would have materially affected**
26 **his or her settlement with the debtor or released party.**

26 Plaintiff may hereafter discover facts in addition to or different from those which she now
27 knows or believes to be true with respect to the subject matter of the Plaintiff's Released Claims,
28 but she shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and

1 forever settled and released any and all Plaintiff's Released Claims, known or unknown,
2 suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden,
3 which then exist, or heretofore have existed upon any theory of law or equity now existing,
4 including, but not limited to, conduct which is negligent, intentional, with or without malice, or a
5 breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
6 different or additional facts.

7 **X. RIGHT TO REVOKE**

8 10.1 **Right to Revoke**: Notwithstanding any other provision of this Agreement, both of
9 the Defendants have the right, but not the obligation, in the exercise of each of their sole and
10 exclusive discretion to act independently of one another so as to terminate this Agreement and
11 withdraw from the Settlement at any time prior to date the Court enters the Final Approval Order
12 on this Settlement if: (a) the Settlement is construed in such a fashion that Defendants are
13 required to pay more than the Gross Settlement Amount; (b) any court, following the signing of
14 this Agreement but before the Court enters the Final Approval Order, certifies, whether on a
15 conditional basis or not, a class, collective, or representative action involving a claim described in
16 the Action by potential Class Members or Aggrieved Employees covered by this Settlement; or
17 (c) 7.5% or more of the Class Members opt out of the Settlement. If either Defendant elects to
18 terminate this Agreement and withdraw from the Settlement, it shall be responsible for payment
19 of the cost of administration incurred with the Settlement Administrator. If for any reason the
20 Settlement does not become final, or if either Defendant withdraws from the Settlement for any of
21 the reasons set forth in this section, this Agreement and any related settlement documents shall be
22 null and void. In such an event, neither the Agreement, nor the settlement documents, nor the
23 negotiations leading to the Settlement may be used as evidence for any purpose, and Defendants
24 shall retain the right to challenge all claims and allegations in the Action, to assert all applicable
25 defenses, and to dispute the propriety of class or representative treatment on all applicable
26 grounds.

27 10.2 **Non-Approval of Settlement Agreement**: Because settlement of the Action
28 requires Court approval, the Settlement Agreement is conditional and contingent upon approval

1 and entry of the Final Approval Order and Judgment. If the conditions of the Settlement set forth
2 in this Agreement are not satisfied, or if either Defendant terminates and withdraws from the
3 Agreement, or if the Court does not enter the Final Approval Order and Judgment, or if appellate
4 review is sought and on such review the Court's Final Approval Order is materially modified or
5 reversed, then this Settlement shall be canceled, terminated, and shall have no force or effect. If
6 the Effective Date does not occur (due to the failure of the Court to grant approval or otherwise),
7 or if this Settlement is terminated, revoked, or canceled pursuant to its terms, the Parties to this
8 Settlement shall be deemed to have reverted to their respective status as of the date and time
9 immediately prior to the execution of this Settlement. A reduction by the Court or on appeal as to
10 the amount of Attorneys' Fees and Litigation Expenses, and/or to the amount of Plaintiffs
11 Enhancement Payment does not provide a basis for terminating this Settlement.

12 **XI. COOPERATION**

13 11.1 The Parties shall cooperate fully with one another in seeking the Court's approval
14 of this Agreement and to use their respective best efforts to consummate the Settlement and cause
15 the Final Approval Order and Judgment to be entered and to become final. The Parties therefore
16 agree to cooperate in good faith to promptly prepare, execute and finalize all Settlement-related
17 documents, seek all necessary Court approvals, and do all other things necessary to consummate
18 the Settlement.

19 11.2 No Party to this Agreement shall seek to evade his, her, or its good faith
20 obligations to seek approval and implementation of this Settlement by virtue of any ruling, order,
21 governmental report, or other development, whether in the Action, in any other litigation, or
22 otherwise, that hereafter might occur and might be deemed to alter the relative strengths of the
23 Parties with respect to any claims or defenses or their relative bargaining power with respect to
24 negotiating.

25 11.3 Plaintiff, Class Counsel, Settlement Class Members, the LWDA, and Aggrieved
26 Employees hereby waive appeals of an order granting approval of this Settlement or entering
27 Judgment in the Action as to Defendants so long as such order is consistent with the material
28 terms of this Agreement.

1 11.4 Plaintiff and Class Counsel agree not to issue a press release or otherwise notify
2 the media about the terms of the Settlement or advertise or market any of the terms of the
3 Settlement, including, but not limited to, through written, recorded, or electronic communications.
4 Plaintiff and Class Counsel further agree that if contacted regarding this case, they will state only
5 that the Action exists and has been resolved. This provision is not intended to, and does not, limit
6 Class Counsel from responding to questions from and providing advice to Class Members and/or
7 Aggrieved Employees regarding the Settlement after preliminary approval is granted.

8 **XII. MISCELLANEOUS PROVISIONS**

9 12.1 All of the Parties have been represented by counsel throughout all negotiations that
10 preceded the execution of this Agreement, and this Agreement is made with the consent and
11 advice of counsel.

12 12.2 This Agreement may not be modified or amended, except in a writing that is
13 signed by the respective counsel of record for the Parties and approved by the Court.

14 12.3 This Agreement and Exhibit A (Class Notice) attached hereto constitute the entire
15 agreement between the Parties concerning the subject matter hereof, and supersede and replace all
16 prior negotiations, understandings, memoranda of understanding and proposed agreements,
17 written and oral, relating thereto. No extrinsic oral or written representations or terms shall
18 modify, vary, or contradict the terms of the Agreement unless made in writing, signed by duly
19 authorized representatives of all Parties, and approved in writing by a final order of the Court. No
20 waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise,
21 in any one or more instances shall be deemed to be or construed as a further or continuing waiver
22 of any such term, provision or condition.

23 12.4 This Agreement shall be subject to, governed by, construed, enforced, and
24 administered in accordance with the laws of the State of California, without giving effect to the
25 principles of conflict of laws, both in its procedural and substantive aspects, and shall be subject
26 to the continuing jurisdiction of the Court. This Agreement shall be construed as a whole
27 according to its fair meaning and intent, and not strictly for or against any party, regardless of
28 who drafted (or was principally responsible for drafting) this Agreement or any specific term or

1 condition thereof. In any construction to be made of the Agreement, the Agreement shall not be
2 construed against any party and the canon of contract interpretation set forth in California Civil
3 Code section 1654 shall not be applied.

4 12.5 The Settlement shall be binding upon and inure to the benefit of the settling
5 Parties' respective successors, assigns, heirs, spouses, marital communities, executors,
6 administrators and legal representatives.

7 12.6 Consistent with Section 664.6 of the California Code of Civil Procedure and Rule
8 3.769(h) of the California Rules of Court, the Parties agree the Court shall retain jurisdiction with
9 respect to the interpretation, implementation and enforcement of the terms of the Agreement, and
10 all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and
11 enforcing the terms of the Agreement. Before raising an issue before the Court with respect to
12 interpretation of the Agreement, the Parties agree to attempt to resolve the issue first by
13 consulting with mediator Mark Rudy.

14 12.7 This Agreement may be executed in one or more counterparts, each of which shall
15 be deemed an original and together shall constitute one and the same instrument. When each of
16 the Parties has signed at least one such counterpart, this Agreement shall become binding as to all
17 of the Parties as of the day and year last executed. Fax and/or electronically scanned signatures
18 shall be deemed as effective as originals.

19 12.8 The Parties hereto represent, covenant, and warrant that they have not directly or
20 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
21 person or entity any portion of any liability, claim, demand, action, cause of action or rights
22 herein released and discharged except as set forth herein.

23 12.9 Each individual signing this Agreement warrants that he or she has the authority
24 and is expressly authorized to enter into this Agreement on behalf of the party(ies) for which that
25 individual signs.

26 12.10 Any notices or other documents that must or may be transmitted to Class Counsel
27 and/or Defendants' Counsel, pursuant to any section of this Agreement, shall be transmitted to the
28 addresses set forth in the definitions of Class Counsel and Defendants' Counsel, respectively, set

1 forth above, as well as the email addresses for Class Counsel and Defendants' Counsel known to
2 the Parties.

3 12.11 The Parties and all counsel acknowledge and agree that for the purposes of any
4 claims, actions, and/or proceedings arising out of this Agreement, notice provided to Class
5 Counsel shall be deemed to be notice to the Plaintiff.

6 12.12 The Parties believe this Settlement Agreement is a fair, adequate, and reasonable
7 settlement of the Actions, acknowledging that the Court "may award a lesser amount than the
8 maximum civil penalty amount specified by "PAGA" if, based on the facts and circumstances of
9 the particular case, to do otherwise would result in an award that is unjust, arbitrary and
10 oppressive, or confiscatory." Lab. Code § 2699(e)(2). The Parties have arrived at this Settlement
11 Agreement after arm's-length negotiations by experienced counsel. The Parties further
12 acknowledge that they are each represented by competent counsel and that they have had an
13 opportunity to consult with their counsel regarding the fairness and reasonableness of this
14 Settlement Agreement.

15 12.13 The Parties agree that, pending final approval of this settlement by the Court, this
16 Action shall be stayed in its entirety.

17 IN WITNESS THEREOF, the Parties each acknowledge that they have read the
18 foregoing Settlement Agreement, accept and agree to the provisions contained in this Settlement
19 Agreement, and hereby execute it voluntarily and with full understanding of its consequences.

20 09/21/2023
21 Dated: September __, 2023

By: Kiana J Mathews

Kiana Mathews, Plaintiff

22
23
24 ///

25 ///

26 ///

1 Dated: September 21, 2023

Pinterest, Inc.

DocuSigned by:

By: Michele Lee

Michele Lee AE40B59647F9433...

Deputy General Counsel
Pinterest, Inc.

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3
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5
6
7 Dated: September 19, 2023

Magnit, LLC

By: Jim Cahalan

James Cahalan
General Counsel & Director of
Global Compliance
Magnit, LLC

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9
10
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12
13 **APPROVED AS TO FORM AND CONTENT:**

14
15 Dated: September ___, 2023

16
17 By: _____

DOUGLAS HAN
SHUNT TATAVOS-GHARAJEH
LIZETTE RODRIGUEZ
JUSTICE LAW CORPORATION
Attorneys for Plaintiff
Kiana Mathews

18
19
20
21
22 Dated: September 20, 2023

23
24 By: _____

M. Leah Cameron
ALISON TSAO
M. LEAH CAMERON
CDF LABOR LAW LLP
Attorneys for Defendant
MAGNIT, LLC

1 Dated: September ___, 2023

Pinterest, Inc.

2
3 By: _____
4 Michele Lee
5 Deputy General Counsel
6 Pinterest, Inc.

7 Dated: September 19, 2023

Magnit, LLC

8
9 By: Jim Cahalan
10 James Cahalan
11 General Counsel & Director of
12 Global Compliance
13 Magnit, LLC

14 **APPROVED AS TO FORM AND CONTENT:**

15 Dated: September 21, 2023

16
17 By: 
18 DOUGLAS HAN
19 SHUNT TATAVOS-GHARAJEH
20 LIZETTE RODRIGUEZ
21 JUSTICE LAW CORPORATION
22 Attorneys for Plaintiff
23 Kiana Mathews

24 Dated: September 20, 2023

25
26 By: 
27 ALISON TSAO
28 M. LEAH CAMERON
CDF LABOR LAW LLP
Attorneys for Defendant
MAGNIT, LLC

1 Dated: September 21, 2023

ORRICK, HERRINGTON & SUTCLIFFE LLP

2
3 By: _____


JULIE A. TOTTEN
ERIN CONNELL
KAYLA GRUNDY
SCOTT MORRISON
Attorneys for Defendant
PINTEREST, INC.

EXHIBIT A

Kiana Mathews v. Pinterest, Inc. and Magnit, LLC, f/k/a PRO Unlimited, Inc.
Case No. CGC-21-589584
Superior Court of the State of California, for the County of San Francisco
Notice of Class and PAGA Action Settlement and Release

You are not being sued. This notice affects your rights. Please read it carefully.

To: All current or former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Defendant Pinterest, Inc. within the State of California from August 7, 2016, through August 7, 2023, including all contingent workers of Defendant Magnit, LLC, f/k/a/ PRO Unlimited, Inc., who were assigned to provide services to Defendant Pinterest, Inc. during that time period (“Class Members”).

All current or former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Defendant Pinterest, Inc. within the State of California from March 9, 2022, through August 7, 2023, including all contingent workers of Defendant Magnit, LLC, f/k/a PRO Unlimited, Inc. who were assigned to provide services to Defendant Pinterest, Inc. during that time period (“PAGA Members”).

On [REDACTED], the Honorable Ethan P. Schulman of the San Francisco County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member as defined above, and are therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] : [REDACTED] .m. on [REDACTED], 2024 in Department 304 of the San Francisco County Superior Court, located at the 400 McAllister St., San Francisco, CA 94102.

If you move, you must notify the Settlement Administrator of your new address (the Settlement Administrator can be contacted toll free at 1-***-***-****); otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

Summary of the Litigation

Plaintiff Kiana Mathews, on behalf of herself and other current and former hourly paid or non-exempt employees, hired directly by Defendant Pinterest, Inc. or through a staffing agency (including Defendant Magnit, LLC f/k/a PRO Unlimited, Inc.), alleges the following claims against Defendants: (1) unpaid overtime wages; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) waiting time penalties; (6) non-compliant wage statements; (7) unreimbursed business expenses; (8) unfair business practices; and (9) civil penalties for violations of the Labor Code under California’s Private Attorneys General Act (“PAGA”). Defendants deny these allegations.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On March 9, 2023, the parties participated in a mediation with Mark Rudy, Esq., an experienced and well-respected class action mediator. With Mr. Rudy’s guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Counsel for Plaintiff, who have been appointed by the Court to represent the class for the purposes of this Settlement—Justice Law Corporation (“Class Counsel”)—have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny, the factual and legal allegations in the case and believe that they have valid defenses to Plaintiff’s claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiff.

Summary of the Proposed Settlement Terms

Plaintiff and Defendants have agreed to settle the underlying claims in exchange for a Gross Settlement Amount of \$3,350,000. This amount is inclusive of: (1) Individual Settlement Payments to all Settlement Class Members; (2) an Enhancement Payment of up to \$10,000 to Plaintiff Kiana Mathews for her services on behalf of the class, and for a release of all claims arising out of her employment with Defendants; (3) Attorneys’ Fees of no more than \$1,116,666.67 and Litigation Expenses of no more than \$30,000 to Class Counsel for all work performed and expenses incurred from prosecution of the claims alleged; (4) PAGA Penalties of \$335,000 for settlement of the PAGA claim, inclusive of a \$251,250 payment to the California Labor and Workforce Development Agency (“LWDA”) and a \$83,750 payment (the “PAGA Settlement Amount”) to PAGA Members; and (5) Settlement Administration Costs not to exceed \$20,000 to the Settlement Administrator for its costs and fees incurred to administer the Settlement. After 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”). Additionally, all PAGA Members will be allocated a proportional share of the \$83,750 PAGA Settlement Amount, regardless of whether they opt out of the non-PAGA portion of the Settlement. PAGA claims are brought by a plaintiff(s) on behalf of the State of California against a defendant(s) for purported labor code violations against putative aggrieved employees, so PAGA Members in this Settlement cannot opt out of the PAGA portion of the Settlement because it is effectively the “state’s” settlement.

Payments from Net Settlement Amount. To determine each Class Member’s estimated share of the Net Settlement Amount, the Settlement Administrator will use the following formula: First, Defendants will calculate the total aggregate number of Eligible Workweeks from August 7, 2016, through August 7, 2023 (“Class Period”). Next, the Net Settlement Amount will be divided by the total aggregate number of Eligible Workweeks identified, resulting in the “Class Workweek Value.” Defendants will then calculate each Class Member’s number of Eligible Workweeks during the Class Period and the Settlement Administrator will multiply that number by the Class Workweek Value, resulting in each Class Member’s share of the Net Settlement Amount. The Individual Class Settlement Payment will be reduced by any required deductions for each Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, or if there are any successful disputes to Class Members’ number of Eligible Workweeks, the Settlement Administrator shall proportionately increase or decrease each Settlement Class Member’s share of the Net Settlement Amount according to the number of Eligible Workweeks, so that the amount distributed to the Settlement Class Members equals 100% of the Net Settlement Amount.

According to Defendants’ records, you have a total of [REDACTED] Eligible Workweeks during the Class Period. Accordingly, your estimated payment from the Net Settlement Amount is approximately \$ [REDACTED].

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Payments from PAGA Settlement Amount. To determine each PAGA Member's estimated share of the PAGA Settlement Amount, the Settlement Administrator will use the following formula: First, Defendants will calculate the total aggregate number of Eligible Workweeks from March 9, 2022, through August 7, 2023 ("PAGA Period"). Next, the PAGA Settlement Amount (\$83,750) will be divided by the total aggregate number of Eligible Workweeks, resulting in the "PAGA Workweek Value." Defendants will then calculate each PAGA Member's number of Eligible Workweeks during the PAGA Period, which the Settlement Administrator will multiply by the PAGA Workweek Value, resulting in each PAGA Member's share of the PAGA Settlement Amount. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, et seq. and the PAGA Member will be mailed their portion of the PAGA Settlement Amount even if they submit a Request for Exclusion. If there are any successful disputes by PAGA Members regarding the number of their Eligible Workweeks, the Settlement Administrator shall proportionately increase or decrease each PAGA Member's share of the PAGA Settlement Amount according to the number of Eligible Workweeks, so that the amount distributed to the PAGA Members equals 100% of the PAGA Settlement Amount.

According to Defendants' records, you have a total of [REDACTED] Eligible Workweeks during the PAGA Period. Accordingly, your estimated payment from the PAGA Settlement Amount is \$ [REDACTED].

Your Total Estimated Payment: Based on the above, your total estimated payment from the Settlement is \$ [REDACTED]. If you believe the information regarding Eligible Workweeks during the Class Period or PAGA Period provided above is incorrect, please contact the Settlement Administrator to dispute the information.

When writing to the Settlement Administrator to dispute the information, please include: (1) this case's name and case number (which are listed at the top of the first page of this document); (2) your full name, address, and telephone number; and (3) all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). Sign, date, and mail (by First Class U.S. Mail or equivalent) or fax the dispute to the address below.

[Name]

CPT Group Class Action Administrators

c/o [REDACTED]

[Mailing Address]

Fax No. [REDACTED]

The dispute must be postmarked or faxed not later than [REDACTED], 2024. If you submit a dispute which is not postmarked or faxed by [REDACTED], 2024, your dispute will be rejected. Defendants' records will control the number of your Eligible Workweeks during the Class Period and/or PAGA Period unless you are able to provide a dispute and documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to Settlement Class Members and the appropriate taxing authorities reflecting the payments they are allocated under the Settlement. Settlement Class Members should consult their tax advisors concerning the tax consequences of the payments they are allocated under the Settlement. For purposes of this Settlement, 50% of Individual Class Settlement Payments will be allocated as wages for which IRS Forms W-2 will be issued, and 50% will be allocated as interest and penalties for which IRS Forms 1099 will be issued. For purposes of this settlement, 100% of Individual PAGA Settlement Payments shall be allocated as penalties for which IRS Forms 1099 will be issued.

Questions? Contact the Settlement Administrator toll free at 1-[REDACTED]

Your Options Under the Settlement

Option 1 – *Automatically Be Mailed a Payment from the Settlement*

If you want to participate in the Settlement, then no further action is required on your part. You will automatically be mailed your Individual Settlement Payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a Individual Settlement Payment for your share of the Settlement. In addition, you will be deemed to have released or waived the Class Released Claims and PAGA Released Claims:

Class Released Claims: All claims, demands, rights, liabilities, penalties, fees, and causes of action that were or could have been asserted based on the facts alleged in the Action during the Class Period, including, but not limited to, for alleged violations of Labor Code sections 201–204, 226, 226.7, 510, 512, 1194, 1197, 1198, 2800, or 2802, or any claims based on the following allegations: failure to pay all wages owed, including minimum, straight, and overtime wages; failure to properly calculate the regular rate of pay; failure to provide compliant meal periods or rest breaks or to pay meal period or rest break premiums; failure to provide accurate and/or compliant wage statements; failure to reimburse all reasonable and necessary business expenses; failure to timely pay wages during employment or upon separation; or violation of Cal. Bus. & Prof. Code section 17200 et seq. by engaging in the foregoing conduct. Class Released Claims include all claims for unpaid wages, overtime wages, statutory penalties, civil penalties, damages of any kind, interest, attorneys’ fees, costs, injunctive relief, restitution, and any other equitable relief under California statute, ordinance, regulation, common law, or other source of law, including but not limited to the California Labor Code, California Business & Professions Code, California Civil Code, and California Industrial Welfare Commission Wage Orders.

PAGA Released Claims: All claims, demands, rights, liabilities, penalties, fees, and causes of action under PAGA on behalf of the Aggrieved Employees during the PAGA Period based on the factual allegations and legal assertions made in the operative complaint or PAGA Notice, including but not limited to claims based on any alleged failure to pay all wages owed, including minimum, straight, and overtime wages; failure to properly calculate the regular rate of pay; failure to provide compliant meal periods or rest breaks or to pay meal period and rest break premiums; failure to provide accurate and/or compliant wage statements; failure to reimburse all reasonable and necessary business expenses; or failure to timely pay wages during employment or upon separation.

Option 2 – *Request Exclusion From the Non-PAGA Portion of the Settlement*

If you do not wish to participate in the non-PAGA portion of the Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class and PAGA Action Settlement, decided not to participate in the settlement, and desire to be excluded from the Settlement. The written Request for Exclusion must also include: (1) this case’s name and case number (which are listed at the top of the first page of this document); and (2) your full name, address, and telephone number or, if applicable, the corresponding information for your authorized representative. Sign, date, and mail (by First Class U.S. Mail or equivalent) or fax the Request for Exclusion to the address below.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

[Name]
CPT Group Class Action Administrators
c/o [Redacted]
[Mailing Address]
Fax No. [Redacted]

The Request for Exclusion must be postmarked or faxed not later than [Redacted], 2024. If you submit a Request for Exclusion which is not postmarked or faxed by [Redacted], 2024, your Request for Exclusion will be rejected, and you will be included in the non-PAGA portion of the Settlement.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not be mailed a payment from the Net Settlement Amount.
- Not release the Class Released Claims as defined above.
- You will still release the PAGA Released Claims and be mailed a payment from the PAGA Settlement Amount if you are a PAGA Member. As stated above, you cannot opt out of the PAGA portion of the Settlement or opt out of being mailed a payment from the PAGA Settlement Amount if you are a PAGA Member.

Option 3 – Object to the Settlement

If you decide to object to the Settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the Settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement. Written objections must provide: (1) this case's name and case number (which are listed at the top of the first page of this document); (2) your full name, address, and telephone number or, if applicable, the corresponding information for your authorized representative; (3) a written statement of all grounds for the objection; (4) copies of any papers, briefs, or other documents upon which the objection is based; (5) a statement whether you intend to appear at the Final Approval Hearing; and (6) your signature. The objection must be mailed (by First Class U.S. Mail or equivalent) or faxed to the address below.

[Name]
CPT Group Class Action Administrators
c/o [Redacted]
[Mailing Address]
Fax No. [Redacted]

All written objections must be received by the Settlement Administrator not later than [Redacted], 2024. By submitting an objection, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow the directions described above in Option 2. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only (*i.e.*, you must choose between Option 2 or Option 3)

You may also, if you wish, appear at the Final Approval Hearing set for [Redacted] at [Redacted] a.m./p.m. in Department 304 of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, CA 94102, and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

Questions? Contact the Settlement Administrator toll free at 1-[Redacted]

If you choose **Option 3**, you may still be entitled to the money from the Settlement. If the Court overrules your objection, you will be deemed to have released the Class Released Claims (in addition to the PAGA Released Claims).

Additional Information

This Notice of Class and PAGA Action Settlement is only a summary of the case and the settlement. For the complete terms and conditions of the Settlement, you are referred to the detailed Joint Stipulation of Class and PAGA Action Settlement and Release (the “Settlement Agreement”), which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of San Francisco’s Electronic Filing and Service Website at <https://www.sfsuperiorcourt.org/online-services>, or (b) in person at Superior Court of California, County of San Francisco, 400 McAllister St., San Francisco, CA 94102, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures. Further information regarding this case can also be found on the Settlement Administrator’s website **[INSERT WEBSITE ADDRESS]**.

All other inquiries by Class Members regarding this Class Notice and/or the Settlement can be directed to the Settlement Administrator, CPT Group Class Action Administrators, toll free at **1-***-***-*****. In addition, contact information for Class Counsel, as well as Defendants’ attorneys, are as follows:

<u>Counsel for the Class and Plaintiff</u> Douglas Han Shunt Tatavos-Gharajeh Lizette Rodriguez Justice Law Corporation 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: 818-230-7502	<u>Counsel for Defendant Pinterest, Inc.</u> Julie Totten Orrick, Herrington & Sutcliffe LLP 405 Howard Street San Francisco, CA 94105-2669 Telephone: 415-773-5700	<u>Counsel for Defendant Magnit, LLC f/k/a PRO Unlimited</u> Leah Cameron CDF Labor Law 600 Montgomery Street Suite 440 San Francisco, CA 94111 Telephone: 415-981-3233
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PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-*****

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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 October 4, 2023, I served the foregoing document described as

JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AND RELEASE

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 October 4, 2023, at Pasadena, California.



Mariah Anderson