

FILED
San Francisco County Superior Court



MAY 10 2024

CLEK OF THE COURT
BY: *Atulika Ghosh*
Deputy Clerk

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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.

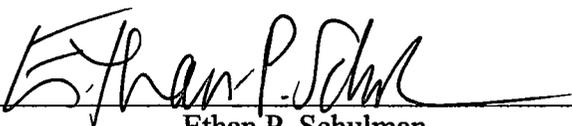
13 Plaintiff, Settlement Class Members, PAGA Aggrieved Employees, and the Labor and
14 Workforce Development Agency (“LWDA”), by operation of this Judgment, hereby fully,
15 finally, and forever release, relinquish, and discharge the Released Parties from the Released
16 Claims as defined and set forth 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


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 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