



**FILED**

San Francisco County Superior Court

MAY 10 2024

CLERK OF THE COURT

BY: *Christina Miller*

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

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

1 Plaintiff Kiana Mathews' ("Plaintiff") Motion for Final Approval of Class Action  
2 Settlement, Attorneys' Fees, Litigation Expenses, and Enhancement Payment came on for hearing  
3 on May 10, 2024. Plaintiff and Defendants Pinterest, Inc. ("Defendant Pinterest") and Magnit,  
4 LLC f/k/a PRO Unlimited, Inc. ("Defendant Magnit") (collectively as "Defendants") entered into  
5 a Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") on or about  
6 November 16, 2023.<sup>1</sup> The Court, having reviewed and considered the papers submitted in support  
7 of the motion, including the Settlement Agreement, hereby **FINDS AND ORDERS**:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

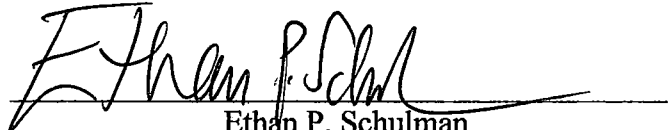
25           19.    Final Accounting and Compliance. A Status Conference regarding settlement  
26 distribution is set for April 25, 2025 at 9:00 a.m. in Department 304. A status report, accompanied  
27 by an admissible evidentiary declaration, shall be filed no later than five (5) court days prior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

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

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

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6 IT IS SO ORDERED.

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8 Dated: May 16, 2024

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Ethan P. Schulman  
Judge of the Superior Court

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

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

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

Dated: MAY 10 2024

Brandon E. Riley, Court Executive Officer

By:   
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Felicia Green, Deputy Clerk