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GILLIAN REY MORRIS, individually and on behalf of the putative class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

GILLIAN REY MORRIS, individually and on
behalf of the putative class,

Plaintiff,

vs.

COLLABERA, INC., a corporation;
COLLABERA LLC, a Limited Liability
Company; and DOES 1-50, Inclusive,

Defendants.

CASE NO.: 23STCV18770

CLASS AND PAGA ACTION

Assigned for All Purposes To:
Hon. David S. Cunningham III
Dept.: 11

**DECLARATION OF DANNY YADIDSION IN
SUPPORT OF UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

*[Filed concurrently with Plaintiff's Unopposed
Motion for Final Approval of Class Action and
PAGA Settlement; Declaration of Gillian Rey
Morris; Declaration of Nathalie Hernandez of
ILYM Group, Inc.; and [Proposed] Final Approval
Order and Judgment]*

Date: March 24, 2026
Time: 10:00 a.m.
Dept: 11

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I, Danny Yadidsion, declare as follows:

1. I am an attorney at law, duly licensed and admitted to practice before all courts of the State of California. I am a shareholder of the law firm of Labor Law PC and counsel of record for Plaintiff Gillian Rey Morris (“Plaintiff” and the “Class Representative”) on behalf of similarly situated employees of Defendants Ascendion, Inc. (formerly known as Collabera, Inc.) and Collabera, LLC (collectively, “Defendants”) (together, the “Parties”). I and my firm are referred to herein as “Class Counsel.” I have personal knowledge of the facts herein and if called as a witness, I could and would competently testify.

2. All of the matters set forth herein are within my personal knowledge, except those matters that are stated upon information and belief. As to such matters, I believe them to be true. I have represented Plaintiff and the putative Class since the inception of this matter. I submit this declaration in support of the Motion for Final Approval, filed by Plaintiff, on behalf of herself and other similarly situated employees of Defendants, and without opposition from Defendants.

3. My firm is well qualified because of our experience, knowledge, and resources to act as counsel and represent Plaintiff and the putative class in this action. I exclusively practice employment law and am actively litigating several class actions at Labor Law PC. I have litigated numerous wage and hour class actions involving claims such as unpaid wages, failure to provide accurate wage statements, misclassification, waiting time penalties, and unfair competition. In all matters, the cases were handled as effectively as possible and novel issues constantly arose. In a case involving novel wage and hour issues, Judge R. Gary Klausner, US District Judge for the Central District of California, granted class certification of a nationwide class of over 1,000 employees and approved my request to be appointed as class counsel. *Keith Ernst, et al. v. ZogSports Holdings LLC, et al.*, Case No. 2:18-cv-09043-RGK-MRW (C.D. Cal. February 21, 2019). Judge Klausner subsequently granted preliminary and final approval of the Parties' settlement. In a separate action, on July 14, 2020, the Court granted class certification and approved my request to represent a class of exempt employees whom Plaintiff alleges were misclassified. *Archer v. Jack Nadel Inc.*, Los Angeles County Superior Court, Case No. 18STCV07761. In addition, I have been appointed as class counsel for purposes of settlement in other class actions including *Troy*

1 *Richard Whitmark, et al. v. Altman Specialty Plants, Inc.* (San Diego County Superior Court, Case No.
2 37-2018-00055889-CU-OE-NC), *Antonio Llamas v. Mapfre Insurance & Subsidiaries, et al.* (Alameda
3 County Superior Court, Case No. RG 18931346), *Joyce Patton, et al. v. All-City Management Services,*
4 *Inc.* (Los Angeles County Superior Court, Case No. BC723958), *Rafael Becerra, Jr. v. Superior Home*
5 *Design, Inc.* (Los Angeles County Superior Court, Case No. 19STCV17368), *Marie Barraza, et al. v.*
6 *MOGA Transport, Inc.* (Kern County Superior Court, Case No. BCV-20-103017), *Alex Furtado, et al. v.*
7 *BAMIA 2, LL, et al.* (Los Angeles Superior Court, Case No. 21STCV37585), *Walter Jimenez v. Bay Cities*
8 *Partners, Inc.,* Los Angeles Superior Court, Case No. 20STCV40788, and *Maricela Limon v. Specialty*
9 *Welding and Turnarounds, LLC,* Los Angeles Superior Court, Case No. 19STCV40208.

10 4. Throughout my legal career, I have exclusively practiced employment law with a specific
11 focus on litigating wage and hour class actions. Prior to becoming a partner of Labor Law PC, I exclusively
12 practiced employment law for over nine years at defense firms. From approximately December 2011 to
13 September 2018, I exclusively practiced employment law and defended numerous class actions at Jackson
14 Lewis PC in Los Angeles. From June 2009 to December 2011, I exclusively practiced employment law
15 and defended numerous class actions at Lewis Brisbois Bisgaard & Smith LLP in Los Angeles. I graduated
16 from UCLA School of Law in May 2008. During law school, I also learned about litigating wage and hour
17 class actions while I worked at an employment litigation boutique firm (Gleason & Favarote LLP). I have
18 been responsible for numerous wage and hour class actions throughout the State of California, in both
19 state and federal courts. Throughout my legal career, I have been responsible for all facets of class actions
20 from the initial investigation of the allegations through successful resolution. By way of example, shortly
21 prior to leaving Jackson Lewis PC, I successfully prevailed on a motion for class certification on behalf
22 of my clients in a case heavily litigated for over 7.5 years and successfully moved to dismiss a complaint
23 in federal court based on the federal enclave doctrine. *See Compton v. American Management Services,*
24 *Los Angeles County Superior Court, Case No. BC 448343; Issac Tafoya v. AECOM, Inc. et al.,* Case No.
25 2:18-cv-04113-GW-PLA (C.D. Cal. June 15, 2018.)

26 5. I am the founding partner of Labor Law PC. Ms. Harlow was admitted to the California
27 State Bar in June 2008, and received her J.D. from Chicago Kent College of Law and her B.A. from the
28 University of California at Los Angeles (“UCLA”). Ms. Harlow’s practice has focused primarily on

1 plaintiff-side civil and employment litigation for the past seventeen (17) years both in California and North
2 Carolina. At over 17 years out of law school, the Laffey Matrix rate for both me and Ms. Harlow is
3 \$948.00. A true and correct copy of the most recent Laffey Matrix as published on its website is attached
4 hereto as **Exhibit A**.

5 6. Labor Law PC has expended considerable time and effort on this case and will continue to
6 do so through final approval of the Settlement Agreement.

7 7. **Summary of the Proposed Settlement.**

8 (a) The Parties reached full settlement on November 15, 2024. The Joint Stipulation of Class
9 Action and PAGA Settlement and Release, embodying the Parties' agreement, was subsequently amended
10 by the Supplemental Addendum to Joint Stipulation of Class Action and PAGA Settlement and Release
11 ("Supplemental Addendum") effective July 31, 2025 and filed on August 1, 2025 (collectively, the
12 "Settlement Agreement"), in accordance with the Court's July 8, 2025 Order. On August 4, 2025, the
13 Court entered its Order Granting Preliminary Approval of the Settlement Agreement. A true and correct
14 copy of the Settlement Agreement is attached hereto as **Exhibit B**. A true and correct copy of the Class
15 Notice preliminarily approved by the Court is attached as Exhibit A to the Hernandez Declaration
16 ("Hernandez Decl.").

17 (b) As consideration for this Settlement Agreement, Defendants have agreed to pay
18 \$1,250,000.00 (the "Gross Settlement Amount" or "GSA") to settle and release the Released Class Claims
19 and Released PAGA Claims as set forth in the Settlement Agreement. (Exh. B, ¶ 7(s).) In addition to the
20 Gross Settlement Amount, Defendants will pay the Employer Taxes required to effectuate the settlement;
21 no other payments are owed by Defendants beyond the Gross Settlement Amount and Employer Taxes.
22 (Exh. B, ¶7(l), ¶7(s), ¶26.)

23 (c) The Parties agree that the Settlement Administrator shall mean and refer to the third-party
24 class action settlement administrator, ILYM Group, Inc. ("ILYM" or the "Settlement Administrator").
25 Within fifteen (15) calendar days after the Effective Date, Defendants will deposit the Gross Settlement
26 Amount into a Qualified Settlement Fund established by ILYM; and within seven (7) calendar days after
27 full funding, ILYM will issue the Court-approved payments. (Exh. B, ¶ 10.) Payments due under the
28 Settlement and approved by the Court—including Individual Settlement Payments to Settlement Class

Members (including Plaintiff), Court-approved payments to Class Counsel for attorneys' fees and costs, the Court-approved Incentive Award to Plaintiff, LWDA Payment, and Individual PAGA Payments to PAGA Group Members shall be made as set forth in the Settlement Agreement by mailing of checks by First Class U.S. mail. (Exh. B, ¶ 20.)

(d) The "Class Members" means all individuals who were employed by Defendants in California and (a) classified as exempt whose salaries are/were below the minimum threshold for exempt employees under California law at any time during the Class Period, and/or (b) who hold/held the position of Associate Account Manager or Technical Recruiter at any time during the Class Period. (Exh. B, ¶ 7(d).) "Class Period" means the period from August 8, 2019 through October 31, 2024. (Exh. B, ¶ 7(f).) And, "Settlement Class Member" means all Class Members other than those who have timely and validly submitted Requests for Exclusion and thereby excluded themselves from releasing Released Class Claims from the Settlement. (Exh. B, ¶ 7(kk).)

(e) The "PAGA Group Members" means all persons who are employed or have been employed by Defendants in the State of California as Aggrieved Employees during the PAGA Period, which is from July 31, 2022 through the end of the Class Period. (Exh. B, ¶¶ 7(w), 7(z).)

(f) **Key Financial Terms.** After the Court-approved deductions identified below are made from the GSA, the amount remaining is the "Net Settlement Amount" ("NSA"), which shall be available for distribution to Settlement Class Members who do not submit valid and timely Requests for Exclusion. The NSA is calculated by deducting the following amounts from the GSA:

1. \$416,666.67 for payment of Class Counsel's attorney fees;
2. \$18,410.94 for reimbursement of Class Counsel's litigation costs/expenses;
3. \$10,000.00 for the Incentive Award to Plaintiff Gillian Rey Morris;
4. \$6,250.00 for payment of Settlement Administration Costs to the Settlement Administrator;
5. \$75,000.00 LWDA Payment (75% of the \$100,000 PAGA Penalties);
6. \$25,000.00 Individual PAGA Payments (25% of the \$100,000 PAGA Penalties).

1 Based on the Settlement Administrator's estimate which assumed the maximum of \$20,000.00 in
2 litigation costs/expenses, the estimated Net Settlement Amount is \$698,672.39. (Hernandez Decl., ¶ 15.)
3 Class Counsel's actual requested costs are \$18,410.94, which is below the \$20,000.00 cap; to the extent
4 the Court approves costs in an amount less than the cap assumed in the estimate, the Net Settlement
5 Amount available for distribution to Settlement Class Members will increase accordingly.

6
7 (g) The remainder of the GSA, after deduction of attorneys' fees and costs, Settlement
8 Administration Costs, and Plaintiff's Incentive Award (i.e., the NSA), will be allocated entirely to the
9 Settlement Class Members and includes the employee portion of payroll taxes. The Parties agree that the
10 Settlement Payments will be allocated as follows: twenty-five percent (25%) to wages (W-2) and seventy-
11 five percent (75%) to interest, penalties, and/or non-wage damages (1099). (Exh. B, ¶ 26.)

12 (h) The Estimated Workweek Value for the Released Claims means the amount yielded from
13 dividing the Net Settlement Amount by the total of all Workweeks credited to all Class Members during
14 the Class Period. Each Settlement Class Member's settlement payment is equal to his or her individual
15 Workweeks during the Class Period multiplied by the Final Workweek Value. Therefore, the amount of
16 each Settlement Class Member's Individual Settlement Payment is tied to the number of Workweeks that
17 each Settlement Class Member worked for Defendants in the State of California in comparison to all
18 Workweeks credited to all Settlement Class Members in the State of California during the Class Period.
19 For the Released PAGA Claims, each Individual PAGA Payment is based on PAGA Pay Periods (not
20 workweeks): the \$25,000 PAGA amount payable to Aggrieved Employees is divided by total PAGA Pay
21 Periods for all PAGA Group Members, and then multiplied by each PAGA Group Member's PAGA Pay
22 Periods. (Exh. B, ¶ 15.)

23 (i) No claim form is required. Class Members who do not submit valid and timely Requests
24 for Exclusion will automatically receive their Individual Settlement Payment by mail. (Exh. B, ¶ 15, ¶
25 20.) Settlement Class Members and PAGA Group Members who are issued settlement checks shall have
26 one hundred eighty (180) days after mailing by the Settlement Administrator to negotiate them, after which
27 uncashed checks become void and (subject to Court approval) the associated funds will be transmitted to
28 the State of California's Unclaimed Property Division pursuant to CCP § 384(b). (Exh. B, ¶ 20.)

1 (j) The Parties agree that all funds associated with cancelled checks will be transferred to the
2 State of California's Unclaimed Property Division in the name of the Settlement Class Member (and/or
3 Aggrieved Employee), subject to the requirements of California Code of Civil Procedure section 384(b)
4 and as ordered by the Court. (Exh. B, ¶ 20.)

5 (k) Pursuant to the Court's Preliminary Approval Order, ILYM mailed the Court-approved
6 Class Notice via U.S. First Class Mail to all 154 individuals on the Class Data and List on September 4,
7 2025. (Hernandez Decl., ¶ 7.) Seventeen (17) Class Notices were returned as undeliverable; ILYM
8 performed skip tracing and obtained updated addresses for ten (10) of those individuals and promptly re-
9 mailed the Class Notices; seven (7) Class Notices were ultimately deemed undeliverable because no
10 updated address was found notwithstanding skip tracing. (Hernandez Decl., ¶¶ 8–10.) Class Members
11 could dispute the number of Workweeks credited to them by submitting a written dispute (with supporting
12 information and/or documentation) to ILYM by fax or mail, postmarked or fax-stamped on or before the
13 Response Deadline. (Exh. B, ¶ 19, ¶ 7(hh).) Class Members could also submit a timely and valid Request
14 for Exclusion to ILYM by the Response Deadline; any Class Member who did so would not participate in
15 the class settlement or receive an Individual Settlement Payment. (Exh. B, ¶21, ¶ 7(gg), ¶ 7(kk), ¶ 15.) No
16 disputes regarding Workweeks, no requests for exclusion, and no objections were received. (Hernandez
17 Decl., ¶¶ 11–13.) Requests for Exclusion determine whether a Class Member is a "Settlement Class
18 Member" for purposes of participating in the class settlement; separately, upon the Effective Date and full
19 funding of the Gross Settlement Amount, Plaintiff and all PAGA Group Members release the Released
20 PAGA Claims. (Exh. B, ¶ 7 (gg); ¶ 7(kk); ¶ 21; ¶ 33.)

21 (l) Based on the Settlement Administrator's calculations, 154 Class Members are participating
22 Settlement Class Members (i.e., 100% participation). (Hernandez Decl., ¶ 14.) Based on the Settlement
23 Administrator's estimate of the Net Settlement Amount, Settlement Class Members will receive an
24 estimated average gross payment of \$4,536.83, with an estimated highest gross payment of \$24,433.47
25 and an estimated lowest gross payment of \$89.17. (Hernandez Decl., ¶ 15.) Each Settlement Class
26 Member's gross settlement share will be reduced only for employee-side withholdings on the wages (W-
27 2) allocation, with the resulting net amount constituting the Individual Settlement Payment. (Exh. B, ¶
28 7(q), ¶ 26.)

1 (m) There are seventy-two (72) PAGA Group Members who worked a total of one thousand
2 five hundred fifteen (1,515) PAGA Pay Periods during the PAGA Period. The highest Individual PAGA
3 Payment to be paid is approximately \$990.10, and the average Individual PAGA Payment to be paid is
4 approximately \$347.22, while the lowest Individual PAGA Payment to be paid is approximately \$16.50.
5 (Hernandez Decl., ¶ 5, ¶ 16.)

6 (n) The Escalator Clause of the Settlement Agreement indicates Defendants represented that
7 from August 8, 2019 through June 25, 2024 there were approximately 10,000 total Workweeks, and if
8 total Workweeks exceed 11,000, Defendants may elect to increase the Gross Settlement Amount pro rata
9 or elect a Settlement End Date (with resulting notice to the Class). The total number of Workweeks was
10 7,835. Since the total number of Workweeks does not exceed 11,000, the Escalator Clause was not
11 triggered. (Exh. B, ¶ 38; Hernandez Decl., ¶ 5.)

12 (o) The Parties agreed that Class Counsel will apply for an award of attorneys' fees of no more
13 than thirty-three and one-third percent (33 ⅓%) of the GSA or Four Hundred Sixteen Thousand Six
14 Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$416,666.67). The attorneys' fees shall come from
15 and be deducted from the GSA and paid out as set forth herein. Defendants will not oppose such
16 application. There is no existing fee-splitting agreement or arrangement, whether formal or informal, with
17 any other counsel or legal representative in connection with this matter. The Parties further agreed that
18 Plaintiff and Class Counsel shall request approval of payment of up to but not to exceed Twenty Thousand
19 Dollars (\$20,000.00) in attorneys' costs. (Exh. B, ¶ 11; Exh. B (Supplemental Addendum), ¶ 2(b).)

20 (p) The Parties also agreed that Class Counsel will apply to the Court for approval of
21 Settlement Administrator Costs in an amount not to exceed Six Thousand Two Hundred Fifty Dollars
22 (\$6,250.00), which will be deducted from the GSA. (Exh. B, ¶ 13; Hernandez Decl., ¶ 17.)

23 (q) The Parties have agreed that Plaintiff will seek Court approval of a Class Representative
24 Incentive Award in an amount not to exceed Ten Thousand Dollars (\$10,000.00). This
25 Enhancement/Incentive Award will be paid from the Gross Settlement Amount and will be in addition to
26 Plaintiff's Individual Settlement Payment as a Settlement Class Member. (Exh. B, ¶ 12; Exh. B
27 (Supplemental Addendum), ¶ 2(c).)

28 (r) The Parties allocate \$100,000 of the GSA to resolve all PAGA claims, including penalties

1 for the Plaintiff and all other PAGA Group Members and payment to the LWDA, with \$75,000 (75%)
2 paid to the LWDA and the remaining \$25,000 distributed to PAGA Group Members. If the LWDA refuses
3 or challenges the allocation or settlement, the Parties will meet and confer in good faith to revise the
4 allocation to obtain acceptance, and the \$25,000 will be paid to PAGA Group Members pro rata based on
5 PAGA Pay Periods. (Exh. B, ¶ 7(y), ¶ 14, ¶ 15.)

6 8. **Procedural Status of the Settlement** – Following the Court’s order preliminarily
7 approving the Settlement Agreement, Counsel for the parties provided the Settlement Administrator,
8 ILYM Group, with the approval documents and court-approved Class Notice. (Hernandez Decl., ¶ 4.) On
9 September 4, 2025, the Settlement Administrator mailed the Notice of Class Action Settlement (the “Class
10 Notice”) to 154 names on the Class Data and List. (Hernandez Decl., ¶ 7.) Before mailing, ILYM Group
11 performed an NCOA update to confirm and update addresses for the Class Data and List. (Hernandez
12 Decl., ¶ 6.) As of the date of the Hernandez Declaration, seventeen (17) Class Notice were returned as
13 undeliverable. ILYM Group performed skip tracing, obtained ten (10) updated addresses, and re-mailed
14 ten (10) Class Notice. Seven (7) Class Notice remained undeliverable because no updated address could
15 be found. (Hernandez Decl., ¶¶ 8–10.) In disseminating the notice, ILYM Group followed the notice
16 procedures authorized by the Court in its Preliminary Approval Order. The deadline for Settlement Class
17 Members to object to or submit a Request for Exclusion from the Settlement Agreement was November
18 3, 2025. (Hernandez Decl., ¶¶ 11–12.) The deadline for Settlement Class Members to submit any
19 Workweeks dispute was also November 3, 2025. (Hernandez Decl., ¶ 13.) The reaction of the Class
20 unequivocally supports approval of the Settlement Agreement. As of the date of the Hernandez
21 Declaration, no Class Member had objected, submitted a Request for Exclusion, or submitted a
22 Workweeks dispute. (Hernandez Decl., ¶¶ 11–13.) As such, 100% of the Class (154 Settlement Class
23 Members) will participate in the Settlement Agreement and will be sent a settlement check. (Hernandez
24 Decl., ¶ 14.)

25 9. **Description of Plaintiff’s Claims** – Plaintiff alleges Defendants maintained unlawful
26 wage-and-hour policies and practices affecting Plaintiff and the Settlement Class, including through
27 alleged misclassification and resulting failures to pay all wages owed (including overtime and minimum
28 wages), failures to provide compliant meal and rest periods, failures to timely pay wages during

1 employment and upon separation, failures to maintain accurate payroll records and provide accurate
2 itemized wage statements, and related unfair competition claims. Plaintiff also seeks civil penalties under
3 the Private Attorneys General Act (“PAGA”) for alleged Labor Code violations. Defendants deny all
4 allegations and contend they complied with applicable law.

5 10. **Procedural History of the Litigation.**

6 (a) On August 8, 2023, Plaintiff filed a complaint in Los Angeles County Superior Court
7 alleging causes of action against Defendants for employment law-related claims, *Morris v. Collabera,*
8 *Inc., et al.*, Los Angeles County Superior Court Case No. 23STCV18770 (the “Action”). On December
9 1, 2023, Plaintiff filed the First Amended Class Action Complaint adding a representative claim under
10 the PAGA seeking civil penalties based on the Labor Code violations alleged in the Action. Thereafter,
11 Defendants filed their Answer on December 28, 2023. Defendants deny the allegations in the Operative
12 Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any
13 and all liability for the causes of action alleged.

14 (b) After conducting substantial investigation and exchanging information relevant to
15 Plaintiff’s claims, the Parties participated in settlement discussions, including a private mediation
16 scheduled for June 25, 2024 before Deborah Saxe, Esq. at JAMS. In preparation for mediation, Plaintiff
17 and her counsel evaluated Defendants’ potential liability and Plaintiff’s potential damages, including
18 review of relevant documents and information in Defendants’ possession and analysis of the factual and
19 legal issues presented by Plaintiff’s Labor Code class claims and PAGA claims. Class Counsel has
20 conducted a comprehensive investigation into the facts and claims at issue in this Action. Over the course
21 of this litigation, counsel diligently evaluated Plaintiff’s claims against Defendants. Before and during
22 settlement discussions, Defendants provided Plaintiff with access to relevant documents and information
23 concerning Plaintiff’s employment and the issues in dispute. Counsel researched various legal issues
24 prior to and after filing this action; conducted informal discovery; conducted thorough discussions and
25 interviews between Plaintiff and counsel; sought and reviewed written discovery and met and conferred
26 with defense counsel about the same. Counsel likewise reviewed and analyzed relevant payroll and
27 compensation data, policies and practices bearing on the claims (to the extent produced), and other
28 documentation bearing on liability and damages; researched applicable law and potential defenses; and

1 evaluated damages based on the evidence obtained and the parties' respective litigation positions.

2 (c) In addition, Plaintiff's counsel has previously litigated and resolved employment cases,
3 including matters involving wage-and-hour class actions and PAGA representative claims, and is familiar
4 with the types of defenses typically asserted by employers in such actions. Based on the information
5 obtained, as well as counsel's independent investigation, evaluation, and experience, Plaintiff's counsel
6 believes that resolution of this Action on negotiated terms is fair and reasonable and is in Plaintiff's best
7 interests in light of all known facts and circumstances, including the risk of significant delay, the defenses
8 asserted by Defendants, and potential appellate risks.

9 (d) Prior to filing this Action, Plaintiff pursued PAGA administrative prerequisites. On July
10 31, 2023, Plaintiff served a notice to the Labor and Workforce Development Agency ("LWDA") pursuant
11 to Labor Code section 2699.3. The LWDA did not respond within the statutory period.

12 (e) The Parties have engaged in litigation activity, including meet-and-confer efforts and the
13 exchange of information in advance of mediation. The Court has set case deadlines pursuant to the
14 Court's stay orders entered in connection with mediation, and the Parties have continued to evaluate the
15 Action and explore potential resolution in light of the evidence developed and the risks attendant to
16 continued litigation.

17 11. **History of Settlement Discussions.**

18 (a) This Settlement Agreement is the result of extensive and hard-fought litigation as well as
19 negotiations before an experienced and well-respected mediator. Defendants, for their part, vigorously
20 contest liability, the amount of claimed damages, and the propriety of class certification. After Class
21 Counsel analyzed the relevant documents and other gathered data, Class Counsel identified numerous
22 issues with respect to Defendants' policies and practices, which were communicated to defense counsel.
23 While Defendants disputed those issues, the Parties subsequently agreed to mediation. Given the high
24 level of risk present for both sides, the Parties elected to mediate Plaintiff's claims and explore the
25 possibility of settlement.

26 (b) After Plaintiff and Defendants conducted significant investigation and exchanged
27 information in this action, the Parties agreed to participate in mediation. To prepare for mediation,
28 Defendants produced information for Plaintiff to evaluate the class and PAGA claims, including class-

1 wide data and records sufficient to permit evaluation of the alleged claims and potential exposure. In
2 particular, Defendants compiled and provided class data in a readable spreadsheet format, including
3 information for Class Members as well as information necessary to calculate Workweeks and PAGA Pay
4 Periods. Class Counsel thoroughly reviewed, investigated, and analyzed this information. Counsel for
5 the Parties also investigated the law as applied to the discovered facts regarding the alleged claims of
6 Plaintiff and the Class, potential defenses thereto, as well as the potential damages claimed by Plaintiff
7 and the Class. Defendants posited numerous defenses to Plaintiff's class-based and representative claims,
8 including factual and legal disputes as to whether any violations occurred and whether class treatment
9 was appropriate.

10 On June 25, 2024, the Parties attended a mediation before an experienced and well-regarded
11 mediator, Deborah Saxe, Esq. The settlement discussions were conducted at arm's length, and the Parties
12 discussed all aspects of the case, including the risks of litigation and the risks to both parties of proceeding
13 with class certification and merits litigation, as well as the law relating to wage and hour issues and
14 related statutory remedies.

15 (c) The mediation resulted in an agreement to resolve the Action, and the Parties continued to
16 negotiate and memorialize the material terms of the settlement thereafter. The Parties' agreement was
17 reduced to writing in the Joint Stipulation of Class Action and PAGA Settlement and Release, which was
18 executed on or about November 15, 2024. The Settlement Agreement was subsequently amended by
19 Supplemental Addendum effective July 31, 2025, and filed on August 1, 2025, in accordance with the
20 Court's July 8, 2025 Order (including reduction of Class Counsel's requested attorneys' fees to 33⅓%
21 of the Gross Settlement Amount and reduction of the requested Incentive Award to \$10,000).

22 (d) From Class Counsel's review of the facts, strengths, and weaknesses of the case, the risks
23 and delays posed by further litigation, and Class Counsel's experience in wage-and-hour class action and
24 PAGA litigation, Class Counsel believes that the recovery for each Settlement Class Member is fair and
25 reasonable taking into consideration the risks inherent in continued litigation and the compromises
26 reflected in the settlement. Based on the settlement negotiations, which were extensive and conducted in
27 good faith and at arm's length between attorneys with substantial experience litigating class actions and
28 wage and hour cases, the Settlement Agreement was the product of a non-collusive settlement process in

1 which the Parties were required to make significant and meaningful compromises in the interest of
2 reaching a full and complete resolution of the lawsuit.

3 (e) The Settlement defines “Class Members” as all individuals employed by Defendants in
4 California who (a) were classified as exempt and had salaries below the minimum threshold for exempt
5 employees under California law at any time during the Class Period, and/or (b) held the position of
6 Associate Account Manager or Technical Recruiter at any time during the Class Period. (Exh. B, ¶ 7(d).)
7 The Class Period is August 8, 2019 through October 31, 2024 (or, if earlier, the Settlement End Date as
8 defined in Paragraph 38 of the Settlement Agreement). (Exh. B, ¶ 7(f), ¶ 38.) “Settlement Class Member”
9 means all Class Members other than those who timely and validly submitted Requests for Exclusion.
10 (Exh. B, ¶ 7(kk).) “PAGA Group Members” means all individuals employed by Defendants in California
11 who (a) were classified as exempt and had salaries below the minimum threshold for exempt employees
12 under California law and/or (b) held the position of Associate Account Manager or Technical Recruiter
13 at any time during the PAGA Period. (Exh. B, ¶ 7(w).) The PAGA Period is July 31, 2022 through the
14 end of the Class Period. (Exh. B, ¶ 7(z).) There are 154 Settlement Class Members who worked a total
15 of 7,835 Workweeks during the Class Period, and 72 PAGA Group Members with a total of 1,515 PAGA
16 Pay Periods during the PAGA Period. (Hernandez Decl., ¶ 5.)

17 12. **The outcome of this case would have been uncertain and fraught with risks.**

18 (a) Here, Defendants asserted numerous defenses that present serious threats to Plaintiff’s and
19 the other Class Members’ claims. Defendants deny Plaintiff’s allegations and contend that they complied
20 with all applicable wage-and-hour laws. Defendants contend that Class Members were properly classified
21 and compensated, including that employees classified as exempt satisfied the requirements for exemption
22 under California law and that Defendants’ compensation practices complied with applicable statutes and
23 Wage Orders. The Action further implicates disputes about whether Class Members were entitled to
24 overtime premium pay and compliant meal and rest periods, as well as derivative claims for statutory
25 penalties (including wage-statement and waiting-time penalties) that would require proof of knowing and
26 intentional violations and/or the absence of a good-faith dispute. (See, e.g., *Brinker v. Superior Court*, 53
27 Cal. 4th 1004 (2012); *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2023).) If accepted,
28 these defenses could eliminate or substantially reduce any recovery to the Class. Although Plaintiff

believes these defenses can be overcome, Defendants continue to assert that their defenses have merit and pose a significant risk to the Class's potential recovery. Defendants further contend that Class Members are subject to valid arbitration agreements and have denied that this action is appropriate for class treatment or representative treatment for any purpose other than for settlement purposes only.

(b) There was also a significant risk that, if the Action were not settled, Plaintiff would be unable to obtain class certification and thereby recover nothing on behalf of any employees other than herself. Defendants could argue that individualized issues—including differences in job duties, exemption status, and the extent of any allegedly uncompensated time or missed meal/rest periods—would predominate and preclude class treatment. Defendants also expressly reserved the right to seek to compel arbitration of Plaintiff's claims on an individual basis and to seek a stay of the PAGA representative claims pending arbitration, which—if granted—would create additional risk and delay and could materially limit class-wide recovery.

(c) As *Duran v. U.S. Bank National Ass'n*, 59 Cal. 4th 1 (2014) illustrates, the complexities and duration of further class litigation cannot be overstated. Absent settlement, this Action would likely have involved substantial motion practice, expert analysis, and significant litigation expense. In the event of an adverse judgment, Defendants could pursue post-trial motions and appeals, adding years of litigation even if Plaintiff ultimately prevailed. The benefits of a guaranteed recovery now therefore outweigh the risks and delays associated with an uncertain result years in the future.

(d) The Settlement Agreement in this case is fair, reasonable, and adequate in light of Defendants' defenses to Plaintiff's claims and the litigation risks described above. Prior to settlement, Plaintiff evaluated the claims using Defendants' records and class data, including (among other things) the total estimated Workweeks, pay periods, and average rates of pay for the putative class.

(e) The Gross Settlement Amount is \$1,250,000.00, and Defendants will pay Employer Taxes separately and in addition to the Gross Settlement Amount.

(f) The Settlement Agreement also includes a PAGA Penalties of \$100,000.00, with 75% paid to the LWDA and 25% distributed to PAGA Group Members.

(g) From Class Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and Class Counsel's prior wage-and-hour and class action litigation

experience, Class Counsel believes that the recovery for each Class Member is fair and reasonable and properly tailored to the settlement allocation methodology.

(h) In light of the foregoing analysis, Class Counsel determined that further litigation of this case posed real risks, including the risk of unfavorable rulings on certification and the merits, the risk of arbitration-related motion practice, and the risk that statutory penalties could be reduced or eliminated based on defenses and good-faith disputes.

(i) Based on the Settlement Administrator's calculations, Settlement Class Members will receive an estimated average gross payment of \$4,536.83, with an estimated highest gross payment of \$24,433.47, and an estimated lowest gross payment of \$89.17.

(j) For PAGA Payments to PAGA Group Members, the estimated average gross payment is \$347.22, with an estimated highest gross payment of \$990.10 and an estimated lowest gross payment of \$16.50.

(k) Finally, it is preferable to reach a resolution now rather than incur the substantial additional time and expense required to litigate certification, merits, and any post-trial and appellate proceedings. The Settlement Agreement provides concrete, timely benefits to Class Members without the delay and risk inherent in continued litigation, including the risk of arbitration-related motion practice and associated stays.

CLASS COUNSEL'S FEES, LITIGATION EXPENSES.

13. Given the risks inherent in litigation and the defenses asserted by Defendants, I believe that the Settlement Agreement before the Court for final approval is fair, adequate, and reasonable and in the best interests of Settlement Class Members. Continued litigation would be costly, time-consuming, and uncertain in outcome. By contrast, the Settlement Agreement ensures timely relief and substantial recovery of the previously unpaid wages that Plaintiff contends are owed to the Class. In addition, the Class's reaction to the Settlement strongly supports final approval: as of the date of the Hernandez Declaration (and after the November 3, 2025 response deadline), no Settlement Class Member submitted an objection, requested exclusion, or submitted a workweeks dispute, and therefore 100% of the Settlement Class will participate and receive settlement checks. Consistent with that positive reaction, the Settlement Administrator estimates that participating Class Members will receive an estimated average

gross payment of \$4,536.83 (estimated high of \$24,433.47 and estimated low of \$89.17), underscoring that the Settlement provides meaningful relief to Class Members.

14. Under the terms of the Settlement Agreement, as amended to conform to the Court's July 8, 2025 Order, Class Counsel will request and Defendants will not oppose attorneys' fees of up to thirty-three and one-third percent (33 1/3%) of the Gross Settlement Amount (i.e., up to \$416,666.67 if the GSA remains \$1,250,000). This is the maximum fee percentage permitted by the Court's July 8, 2025 Order and incorporated into the Settlement Agreement by the parties' Addendum. This request is reasonable under the percentage-of-the-fund approach because it reflects the marketplace for complex wage-and-hour class litigation prosecuted on a contingent basis and compensates counsel for undertaking significant risk of nonpayment and delay. Here, a fee of 33 1/3% is reasonable and warranted given the contingent risk, the defenses asserted, and the outcome achieved for the Settlement Class, including the absence of any objections or exclusion requests. In assessing reasonableness, courts properly consider that representative wage-and-hour and PAGA litigation depends on private enforcement, and that contingency counsel, unlike hourly counsel, assumes the very real risk of receiving no compensation despite substantial work performed and costs advanced. Unlike hourly counsel whose fees are paid as incurred, Class Counsel undertook the "all-or-nothing" risk that they could devote substantial attorney time and resources yet recover nothing if class certification were denied, dispositive motions were granted, or Defendants prevailed at trial. Class Counsel also seeks reimbursement of \$18,410.94 in litigation costs and expenses in this Action, to be paid from the Gross Settlement Amount, subject to Court approval. This requested amount includes \$18,410.94 in costs supported by the receipts/invoices attached as Exhibits C–F. This amount is within the \$20,000 cap provided by the Settlement Agreement (as amended). To date, Class Counsel has worked and incurred expenses on the Action without payment. These costs were advanced by Class Counsel in prosecuting the Action and would not have been recoverable absent a successful outcome. In addition, the Settlement Agreement (as amended) provides that Defendants will not oppose an application for an Incentive Award to Plaintiff in an amount up to \$10,000.00, subject to Court approval. The requested fee is also supported by the results achieved and the absence of any objections or exclusion requests—factors courts routinely consider when evaluating the reasonableness of a common-fund fee. Further, the fee and cost provisions are the product of arm's-length negotiations between

experienced counsel as part of the overall settlement resolution.

15. Labor Law PC's hourly rates are comparable to those charged by other class action plaintiff's counsel and the firms defending wage-and-hour class actions in California. Those rates reflect prevailing market rates for attorneys handling complex representative litigation, including wage-and-hour class and PAGA actions, and are commensurate with counsel's experience, expertise, and the demands of this case. They are also reasonable when compared to the rates typically charged by sophisticated defense firms that litigate wage-and-hour class actions in California.

16. Class Counsel has maintained time and billing records reflecting the work performed in prosecuting this Action through investigation, litigation, mediation, and settlement/approval. Class Counsel will also continue to expend attorney time after final approval in connection with Settlement Agreement administration and implementation. Because this is a common-fund settlement, any lodestar analysis is appropriately considered only as a cross-check. Based on Class Counsel's contemporaneous time records, Class Counsel's current lodestar reflects approximately 379 hours of work resulting in \$359,292.00 in fees, exclusive of time that will be incurred in connection with the final approval hearing and post-final approval settlement administration and implementation. This time could have been spent on other potentially compensable matters. Class Counsel dedicated significant resources to this case by dividing the tasks required according to skill level, and the professional hours generated by each attorney are neither unreasonable nor duplicative. Class Counsel's lodestar reflects efficiencies achieved by counsel experienced in wage-and-hour class and PAGA litigation. The chart below shows the approximate hours spent by each attorney on each category of work in this case. Using lodestar as a cross-check, the requested attorneys' fees of up to \$416,666.67 (33⅓% of the \$1,250,000 Gross Settlement Amount) corresponds to an implied multiplier of approximately 1.16 on the current lodestar ($\$416,666.67 \div \$359,292.00$), which is reasonable in light of the contingent risk, the results achieved, and the delay in payment. Class Counsel will continue to work on this matter for at least the next several months until settlement funds are distributed and administration is completed, causing the lodestar to further increase, which further supports the requested attorneys' fees.

	Yadidsion	Harlow
Meetings and Correspondence with Client	23	21

	Yadidsion	Harlow
Meetings and Correspondence with Counsel	20	19.5
Investigation and Discovery	20	39
Pleadings	39.5	40
Mediation Preparation and Attendance	25	26
Settlement and Approval	37	37.5
Court Appearances and Preparation	1.5	3.5
Legal Research	16	10.5
Total	182	197
Rate	\$948.00	\$948.00
FEES (per attorney)	\$172,536.00	\$186,756.00
TOTAL FEES		\$359,292.00

17. Class Counsel bore the entire risk of recovery. Class Counsel took this case on a pure contingency basis, with no guarantee of any payment. Before reaching settlement, Class Counsel spent significant time litigating and preparing the case despite the risk of recovering nothing. Had the litigation continued, Defendants would undoubtedly have mounted an aggressive defense through class certification and merits proceedings. A defeat at trial could have foreclosed the possibility of Class Counsel recovering any remuneration for their time and effort. In addition, by committing substantial attorney time to this contingent matter, Class Counsel necessarily forewent other compensable work while prosecuting this Action. Class Counsel was also required to advance litigation costs in a case against a well-resourced corporate Defendants, which increases the financial risk inherent in representative litigation. The requested fee is also justified because contingency counsel are entitled to compensation that accounts for the risks and delay in payment inherent in representative litigation as well as the preclusion from doing other work; if counsel are not adequately compensated for assuming those risks, competent attorneys will be discouraged from prosecuting complex wage-and-hour class actions and PAGA claims that depend on private enforcement. Given the extensive investigation, mediation, and negotiations in this case, Class Counsel achieved a substantial settlement through efficient and diligent work.

COSTS OF LITIGATION

18. To date, my firm has incurred \$18,410.94 in litigation costs and expenses in connection with this case, as reflected in the receipts/invoices attached as Exhibits C–F. Accordingly, Class Counsel

1 seeks reimbursement of \$18,410.94 in litigation costs and expenses, subject to Court approval, to be paid
2 from the Gross Settlement Amount. These costs were reasonable and necessary for the successful
3 prosecution of this case, and are within the \$20,000 cap set forth in the Settlement Agreement (as
4 amended).

5 19. A true and correct copy of Labor Law PC's JAMS payment receipt reflecting payment of
6 \$13,388.70 for the June 25, 2024 mediation in this action is attached hereto as **Exhibit C**. This amount
7 consists of a \$13,000.00 mediation fee and a \$388.70 processing/service fee, for a total of \$13,388.70.

8 20. A true and correct copy of Labor Law PC's invoice/receipt for Berger Consulting's
9 data/damages analysis is attached hereto as **Exhibit D**.

10 21. True and correct copies of Labor Law PC's invoices/receipts for court filing, e-filing
11 platform, and service-related fees incurred in connection with this action (including One Legal and Case
12 Anywhere charges and any court transaction fees) are attached hereto as **Exhibit E**.

13 22. A true and correct copy of Labor Law PC's invoice/receipt for the LWDA/PAGA notice
14 filing fee in connection with this action is attached hereto as **Exhibit F**.

15 **LABOR LAW PC LITIGATION COSTS SUMMARY**

16	Details of charge	Exhibit	Amount
17	JAMS – mediation fees (payment receipt incl. processing/service fee)	C	\$13,388.70
18	Berger Consulting – data/damages analysis	D	\$1,280.00
19	Court filing/e-filing/service-related fees (One Legal + Case Anywhere + court transaction fee)	E	\$3,853.24
20	LWDA – PAGA notice filing fee	F	\$75.00
21	TOTAL (including estimated Final Approval filing fees)		\$18,410.94

22 **LABOR CODE § 2699(1)(2) COMPLIANCE**

23 23. In compliance with California Labor Code section 2699(1)(2), Plaintiff submitted the
24 Settlement Agreement and Plaintiff's Motion/Papers for Preliminary Approval to the LWDA on May 8,
25 2025, and submitted the Supplemental Addendum to the LWDA on August 4, 2025. A true and correct
26 copy of the proof(s) of service and LWDA submission record reflecting these submissions is attached
27 hereto as **Exhibit G**.

28 24. Plaintiff is also providing proof of service showing that this Motion for Final Approval and

all supporting documents have been submitted to the LWDA contemporaneously with filing. A true and correct copy of the proof of service is attached hereto as **Exhibit H**.

INCENTIVE AWARD

25. On December 20, 2024, Plaintiff filed a Motion for Preliminary Approval of the Class Action Settlement Agreement and Notice of Class Action Settlement. On July 8, 2025, the Court held the initial hearing on preliminary approval and ordered the Parties to reduce Class Counsel's requested attorneys' fees to 33⅓% and reduce the requested Incentive Award to \$10,000, and continued the hearing to August 4, 2025. Plaintiff thereafter filed her Notice of Compliance with the Court's Order and the Addendum on August 1, 2025. On August 4, 2025, the Court granted Plaintiff's motion and signed and filed the Order Granting Preliminary Approval of the proposed Settlement Agreement. Plaintiff has served as the Class Representative throughout this litigation and has devoted substantial time and effort to assisting Class Counsel in investigating, prosecuting, and resolving this action, including participation in case-development interviews, document collection and review, mediation preparation and attendance, and regular communications with counsel. (Morris Decl., ¶¶ 11–20.) No Class Member submitted a Request for Exclusion or Notice of Objection to the Settlement. (Hernandez Decl., ¶¶ 11–12.) Under the Settlement Agreement, Plaintiff seeks the Court-approved Incentive Award of \$10,000.00, subject to the Court's approval. (Exh. B, ¶ 12)

26. Plaintiff has made additional efforts beyond the expected services of any class representative. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399, 412 (2010).) Among other things, Plaintiff has assisted Class Counsel by participating in multiple intake and case-development interviews regarding her employment and the factual basis for the claims (approximately 5 hours); collecting, reviewing, and producing relevant documents (including paystubs, timesheets, correspondence, and review/verification of records produced by Defendants) (approximately 6 hours); providing factual context regarding Defendants' policies and practices and helping identify potential witnesses and workplace practices relevant to the claims (approximately 4 hours); responding to counsel's inquiries in connection with written discovery and case investigation (approximately 3 hours); preparing for and attending mediation, including pre- and post-mediation conferences to discuss strategy, evaluate offers, and provide input on settlement terms (approximately 2 hours); and maintaining regular

1 communications with Class Counsel throughout the litigation for updates, case management, and decision-
2 making (approximately 15 hours). In total, Plaintiff devoted approximately 35 hours supporting the
3 investigation, prosecution, and settlement of this matter, including reviewing and approving the settlement
4 terms and reviewing the Settlement Agreement. (Morris Decl., ¶¶ 12–20.)

5 27. In all, Plaintiff devoted significant time and effort in preparing this action and seeing it
6 through settlement beyond the efforts of a typical class representative. Plaintiff did not allow fears of
7 potential repercussions of being the Class Representative to deter her from acting for the benefit of the
8 Settlement Class Members. On the contrary, Plaintiff was intimately involved in this litigation from the
9 start and has devoted substantial time to helping Class Counsel effectively develop and prosecute this
10 action. (Morris Decl., ¶¶ 12–19.) Not a single Settlement Class Member submitted a Request for Exclusion
11 or objected to the Settlement Agreement. (Hernandez Decl., ¶¶ 11–12.) As such, the Incentive Award
12 requested for Plaintiff is fair and reasonable and should be approved.

13 **THE PAGA CLAIM**

14 28. **Legal Standards Governing PAGA Settlements.**

15 (a) Labor Code section 2699, subdivision (l)(2) provides that “[t]he superior court shall review and
16 approve any settlement of any civil action filed pursuant to” PAGA, and the court’s review ensures that
17 any negotiated resolution is fair to those affected. *See Williams v. Superior Court*, 3 Cal. 5th 531, 549
18 (2017). Under PAGA’s allocation scheme, 75 percent of any civil penalties recovered are paid to the
19 LWDA, and the remaining 25 percent are distributed to the Aggrieved Employees (i.e., PAGA Group
20 Members). *See Iskanian v. CLS Transp. L.A., LLC*, 59 Cal. 4th 348, 380 (2014), overruled on other
21 grounds by *Viking River Cruises, Inc. v. Moriana*, 596 U.S., 142 S. Ct. 1906 (2022).

22 (b) In evaluating the reasonableness of a PAGA settlement, the Court does so in light of PAGA’s
23 core purposes, to remediate existing Labor Code violations, deter future violations, and maximize
24 enforcement of state labor laws. (*See Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56, 76–77 (2021); *see*
25 *also Haralson v. U.S. Aviation Servs. Corp.*, 383 F. Supp. 3d 959, 971 (N.D. Cal. 2019) (quoting LWDA
26 guidance discussed in *O’Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110 (N.D. Cal. 2016)), and
27 explaining that when a PAGA claim is settled, the relief provided “should be genuine and meaningful,
28 consistent with the underlying purpose of the statute to benefit the public”). At the same time, a

1 permissible PAGA settlement may appropriately reflect a substantial discount because courts frequently
2 exercise their discretion to award PAGA penalties below the statutory maximum even where plaintiffs
3 prevail at trial. *See, e.g., Vicerol v. Mistras Grp., Inc.*, No. 15-cv-02198-EMC, 2016 WL 5907869, at *20–
4 24 (N.D. Cal. Oct. 11, 2016).

5 29. **Approval of PAGA Settlements.**

6 The decision in *O'Connor v. Uber Technologies, Inc.*, 201 F. Supp. 3d 1110 (N.D. Cal. 2016), and
7 the LWDA's response filed therein provide helpful guidance regarding PAGA settlement approval. The
8 LWDA recognized that, "when reviewing the monetary relief allocated to PAGA claims under a
9 settlement ... the PAGA sum need not necessarily be viewed through the same lens as the relief obtained
10 by absent class members on other claims (i.e., the percentage of recovery-to-exposure on the PAGA claims
11 need not necessarily equal the percentage of recovery on the other claims)." (LWDA Resp. at 3. Docket
12 No. 736 (2016).) The LWDA also indicated that payments to aggrieved employees further PAGA's
13 purposes and that the Court gives primary consideration to that fact. As the LWDA explained, "[t]he
14 LWDA recognizes that [the] Court does not review the PAGA allocation in isolation, but rather reviews
15 the settlement as a whole, to determine whether it is fundamentally fair, reasonable and adequate, with
16 primary consideration for the interests of absent class members." (Id. at 4.)

17 30. **Valuation of the PAGA Claim.**

18 (a) For mediation and settlement evaluation, Plaintiff assessed potential exposure under PAGA
19 based on the number of PAGA Group Members (Aggrieved Employees) and total PAGA Pay Periods
20 reflected in Defendants' data. Here, there are seventy-two (72) PAGA Group Members (Aggrieved
21 Employees) and a total of one thousand five hundred fifteen (1,515) PAGA Pay Periods during the PAGA
22 Period (July 31, 2022 through the end of the Class Period, as defined in the Settlement Agreement). Using
23 the default penalty framework under Labor Code section 2699(f)—and assuming, for valuation purposes,
24 a single predicate violation per pay period without stacking and without accounting for discretion to reduce
25 penalties—Plaintiff estimated the maximum theoretical PAGA civil penalty exposure to be approximately
26 \$295,800.00 [$\$100 \times 72 + \$200 \times (1,515 - 72)$], assuming for valuation purposes a single predicate
27 violation per pay period and applying Labor Code section 2699(f)'s \$100/\$200 framework. This estimate
28

1 was necessarily subject to significant legal and factual uncertainty and would have been subject to further
2 discount based on the litigation risks described below.

3 (b) The Settlement Agreement allocates \$100,000.00 (the “PAGA Penalties”) to resolve the PAGA
4 claim on behalf of the PAGA Group Members, with \$75,000.00 (75%) allocated to civil penalties payable
5 to the LWDA and the remaining \$25,000.00 (25%) distributed to PAGA Group Members as Individual
6 PAGA Payments. Under the Settlement Agreement’s allocation methodology, the \$25,000.00 payable to
7 PAGA Group Members will be distributed on a pro rata basis based on each PAGA Group Member’s
8 PAGA Pay Periods.

9 (c) That allocation is reasonable in light of several considerations. First, the PAGA claim was
10 subject to the same litigation risks as the underlying class claims, including risks concerning certification,
11 merits proof, and damages methodology. Second, Defendants asserted defenses specific to PAGA—both
12 as to liability and as to the amount of penalties—including defenses that would have supported substantial
13 reductions to any penalty award, even if Plaintiff prevailed on some underlying violations. Third, courts
14 regularly reduce PAGA penalties well below statutory maximums in the exercise of discretion. See, e.g.,
15 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018) (affirming a substantially reduced PAGA
16 penalty). Applying a materially reduced per-violation penalty to the 1,515 PAGA Pay Periods could have
17 resulted in a PAGA recovery dramatically lower than the statutory maximum—creating meaningful risk
18 that Plaintiff would recover far less on the PAGA claim if the Action were litigated through trial. Finally,
19 under the LWDA’s reasoning in *O’Connor*, PAGA’s enforcement and deterrent purposes are furthered
20 not only by the PAGA allocation itself but also by the substantial recovery obtained for the Class based
21 on the same underlying conduct and the Settlement Agreement’s prospective compliance incentives.

22 31. **Comparable PAGA Settlements.**

23 (a) In negotiating the PAGA allocation, Class Counsel also considered the percentage of total
24 settlement value that other courts have approved for PAGA claims in comparable wage-and-hour
25 settlements. An allocation of approximately 8% of the total settlement to PAGA here is consistent with,
26 and in many cases more generous than what courts typically approve. The PAGA Allocation represents
27 approximately 8% of the GSA. Courts routinely approve PAGA allocations in the range of roughly 0.27%
28 to 2% of the gross settlement. See *Davis v. Brown Shoe Co.*, No. 2:14-cv-01234, 2015 U.S. Dist. LEXIS

1 149010 (E.D. Cal. 2015) (PAGA payment of \$5,000 in a \$1.5 million class settlement); *Lusby v. GameStop*
2 *Inc.*, No. C12-03783, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (\$5,000 PAGA payment in a
3 \$500,000 settlement); *Cruz v. Sky Chefs, Inc.*, No. 12-cv-02705, 2014 U.S. Dist. LEXIS 17693 (N.D. Cal.
4 2014) (\$10,000 PAGA payment in a \$1,750,000 settlement); *Chu v. Wells Fargo Ins., LLC*, No. C 05-
5 4526, 2011 WL 672645, at *1 (N.D. Cal. Feb. 16, 2011) (\$7,500 PAGA payment in a \$6.9 million
6 settlement); *Franco v. Ruiz Food Prods., Inc.*, No. 1:10-cv-02354, 2012 WL 5941801, at *13 (E.D. Cal.
7 Nov. 27, 2012) (\$7,500 PAGA payment in a \$2.5 million settlement); *Hopson v. Hanesbrands Inc.*, No.
8 CV-08-0844, 2009 WL 928133, at *9 (N.D. Cal. Apr. 3, 2009) (PAGA allocation equal to 0.49% of
9 \$408,420.32 settlement); *Garcia v. Gordon Trucking, Inc.*, No. 1:10-cv-00324, ECF Nos. 149-3, 165 (E.D.
10 Cal.) (approving \$10,000 PAGA allocation in a \$3.7 million settlement); *McKenzie v. Fed. Express Corp.*,
11 No. CV 10-02420 GAF (Plaxo), ECF Nos. 139, 141 (C.D. Cal.) (approving \$82,500 PAGA allocation in
12 an \$8.25 million settlement); *DeStefano v. Frito-Lay, Inc.*, No. 8:10-cv-00112-DOC (C.D. Cal.)
13 (approving \$10,000 PAGA allocation in a \$2 million settlement); *Martino v. Ecolab Inc.*, No. 3:14-cv-
14 04358 (N.D. Cal. 2017) (\$100,000 PAGA allocation, or 0.48% of a \$21,000,000 settlement); *East v.*
15 *Comprehensive Educ. Servs. Inc.*, No. 11CECG04226 (Fresno Cty. Super. Ct. 2015) (\$10,000 PAGA
16 allocation, or 0.13% of a \$7,595,846 settlement); *Bararsani v. Coldwell Banker Residential Brokerage*
17 *Co.*, No. BC495767 (L.A. Super. Ct. 2016) (\$10,000 PAGA allocation, or 0.22% of a \$4,500,000
18 settlement); *Moppin v. Los Robles Med. Ctr.*, No. 5:15-cv-01551 (C.D. Cal. 2017) (\$15,000 PAGA
19 allocation, or 0.40% of a \$3,775,000 settlement); *Scott-George v. PVH Corp.*, No. 2:13-cv-00441 (E.D.
20 Cal. 2017) (\$15,000 PAGA allocation, or 0.46% of a \$3,250,000 settlement); *Nehrlich v. RPM Mortg.,*
21 *Inc.*, No. 30-2013-00666783-CU-OE-CXC (Orange Cnty. Super. Ct. 2017) (\$10,000 PAGA allocation, or
22 0.40% of a \$2,500,000 settlement); *Rubio v. KTI Inc.*, No. CIVDS1406132 (San Bernardino Super. Ct.
23 2015) (\$1,000 PAGA allocation, or 0.18% of a \$550,000 settlement); *Gray v. Mountain View Child Care*
24 *Inc.*, No. CIVDS1402285 (San Bernardino Super. Ct. 2016) (\$2,500 PAGA allocation, or 0.37% of a
25 \$675,000 settlement); *Perez v. W. Coast Liquidators Inc. d/b/a Big Lots*, No. CIVDS1417863 (San
26 Bernardino Super. Ct. 2016) (\$3,000 PAGA allocation, or 0.33% of a \$900,000 settlement); *Penaloza v.*
27 *PPG Indus. Inc.*, No. BC471369 (L.A. Super. Ct. 2013) (\$5,000 PAGA allocation, or 0.38% of a
28 \$1,300,000 settlement); *Mejia v. DHL Express (USA), Inc.*, No. 2:15-cv-00890 (C.D. Cal. 2017) (\$5,000

PAGA allocation, or 0.34% of a \$1,450,000 settlement).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of February, 2026, at Santa Monica, California.

By: 
 Danny Yadidsion
 Attorney for Plaintiff Gillian Rey Morris,
 individually, and on behalf of the putative class

EXHIBIT A

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT B

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

2 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,”
3 “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Gillian Rey
4 Morris (“Plaintiff” or “Class Representative”), individually and on behalf of all others similarly situated
5 and aggrieved employees, and Defendants Collabera LLC and Ascendion Inc. (formerly known as
6 Collabera, Inc.) (collectively “Defendants”) (collectively with Plaintiff, the “Parties”).

7 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined
8 herein), PAGA Group Members (as defined herein), and Defendants, subject to the terms and conditions
9 hereof and the approval of the Court.

10 **RECITALS**

11 1. On August 8, 2023, Plaintiff commenced a putative class action entitled *Gillian Rey Morris*
12 *v. Collabera, Inc. and Collabera LLC*, in the Superior Court of California for the County of Los Angeles,
13 Case No. 23STCV18770 (the “Action”) against Defendants, asserting eight (8) causes of action under the
14 California Labor Code for alleged failure to provide required meal periods, failure to provide required rest
15 periods, failure to pay overtime wages, failure to timely pay wages during employment, failure to pay all
16 wages due to discharged and quitting employees, failure to pay minimum wage, failure to maintain
17 required records, and failure to furnish accurate, itemized wage statements, and a ninth cause of action for
18 alleged unfair and unlawful business practices under California Business and Professions Code Section
19 17200, *et seq.* On July 31, 2023, Plaintiff provided written notice to the Labor and Workforce
20 Development Agency (“LWDA”) and Defendants giving notice of her intent to pursue civil penalties
21 under the California Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“PAGA”), on
22 behalf of herself and the State of California, as well as on behalf of a proposed group of aggrieved
23 employees for alleged violations of multiple provisions of the California Labor Code and Industrial
24 Welfare Commission Wage Orders (“LWDA Notice”).

25 2. On December 1, 2023, Plaintiff filed a First Amended Class Action Complaint (the
26 “Operative Complaint”) adding a cause of action under PAGA.

27 3. Defendants deny all material allegations set forth in the Action. On December 28, 2023,
28 Defendants filed an Answer to the Operative Complaint, asserting numerous affirmative defenses.

1 Nonetheless, in the interest of avoiding further litigation, Defendants desire to fully and finally settle
2 the Action, all claims in the Operative Complaint and Released Claims (defined below).

3 4. The Parties have conducted extensive investigation of facts and law, including any and
4 all applicable defenses and the applicable law. Through informal discovery methods, Plaintiff and Class
5 Counsel (defined below) obtained, reviewed, and considered extensive information, data, and
6 documents to assess the claims and allegations.

7 5. On June 25, 2024, the Parties participated in mediation with Deborah Saxe, Esq. (the
8 “Mediator”), a respected mediator experienced in mediating complex wage and hour actions. The
9 settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed
10 and detailed analysis of Defendants’ alleged potential liability and alleged total exposure in relation to
11 the costs and risks associated with continued litigation. Based on the documents and data produced, as
12 well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the
13 settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement
14 is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known
15 facts and circumstances, including the risk of significant delay and uncertainty associated with litigation
16 and various defenses asserted by Defendants.

17 6. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
18 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
19 of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved,
20 it will be of no force or effect, and the Parties shall be returned to their original respective positions.

21 **DEFINITIONS**

22 7. The following definitions are applicable to this Settlement Agreement. Definitions
23 contained elsewhere in this Settlement Agreement will also be effective:

24 a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
25 Class Counsel’s litigation and resolution of this Action, which shall not exceed 35% of the Gross
26 Settlement Amount (i.e., \$437,500 if the Gross Settlement Amount remains \$1,250,000) and
27 reimbursement of all actual costs and expenses incurred and to be incurred by Class Counsel in the
28 Action, as set forth in Paragraph 11 below.

1 b. “Class Counsel” means Danny Yadidsion and Noël Harlow of Labor Law PC,
2 counsel for Plaintiff, who will seek to be appointed counsel for the Class (defined below).

3 c. “Class Data and List” means a complete list of all Class Members (defined
4 below) that Defendants will diligently and in good faith compile from its records and provide to the
5 Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval. The Class
6 Data and List will be password protected and formatted in a readable Microsoft Office Excel spreadsheet
7 and will include each Class Member’s (1) full name, (2) last-known mailing address, (3) last-known
8 telephone number, (4) Social Security Number, (5) the start and end dates of employment in California,
9 and (6) such other information as is necessary for the Settlement Administrator to calculate Workweeks
10 and PAGA Pay Periods.

11 d. “Class Member(s)” or “Class” means all individuals who were employed by
12 Defendants in California and (a) classified as exempt whose salaries are/were below the minimum
13 threshold for exempt employees under California law at any time during the Class Period (as defined
14 below), and/or (b) who hold/held the position of Associate Account Manager or Technical Recruiter at
15 any time during the Class Period (as defined below).

16 e. “Class Notice” means the Notice of Class Action Settlement, substantially in the
17 form attached as “**Exhibit A.**”

18 f. “Class Period” means the period from August 8, 2019, and the earlier of October
19 31, 2024, the date of preliminary approval of the settlement, or the Settlement End Date (defined below
20 in Paragraph 38).

21 g. “Class Representative,” or “Plaintiff,” means Gillian Rey Morris.

22 h. “Court” means the Superior Court of the State of California for the County of Los
23 Angeles.

24 i. “Defendants” mean Collabera LLC and Ascendion Inc. (formerly known as
25 Collabera, Inc.).

26 j. “Defendants’ Counsel” means Pascal Benyamini and William R. Horwitz, of
27 Faegre Drinker Biddle & Reath LLP.

28 k. “Effective Date” means the later of (1) the date of final affirmance on appeal of

1 the Final Approval Order and Judgment (defined below), (2) the date of final dismissal with prejudice
2 of the last pending appeal of the Final Approval Order and Judgment, or (3) if no appeal is filed, the
3 expiration date of the time for the filing or noticing any form of valid appeal from the Final Approval
4 Order and Judgment (i.e., sixty (60) calendar days after the entry of judgment, pursuant to California
5 Rules of Court 8.104 and California Code of Civil Procedure section 904.1).

6 l. "Employer Taxes" means the employers' share of taxes and contributions in
7 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants
8 separately from and in addition to the Gross Settlement Amount.

9 m. "Incentive Award" means the amount approved by the Court to be paid to Plaintiff
10 Gillian Rey Morris in recognition of her efforts and work in prosecuting the Action on behalf of Class
11 Members, as set forth in Paragraph 12 below. The Incentive Award payable to Plaintiff shall not exceed
12 \$15,000 and shall be payable from the Gross Settlement Amount. To the extent the Court awards less
13 than this amount, the difference between this amount and the amount awarded by the Court shall be
14 included in the Net Settlement Amount.

15 n. "Final Approval" means the determination by the Court that the Settlement is
16 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

17 o. "Final Approval Hearing" means the hearing at which the Court will consider and
18 determine whether the Settlement should be granted Final Approval.

19 p. "Individual PAGA Payment" means the amount payable to each PAGA Group
20 Member from the 25% portion of the PAGA Penalties that is allocated to the PAGA Group, as provided
21 in Paragraph 15(b).

22 q. "Individual Settlement Payment" means the net payment of each Settlement Class
23 Member's Individual Settlement Share, after reduction for the employee's share of taxes and
24 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
25 Paragraph 26 below.

26 r. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
27 Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be
28 calculated in accordance with Paragraph 15(a).

1 s. “Gross Settlement Amount” means the total amount of One Million Two Hundred
2 Fifty Thousand Dollars (\$1,250,000), subject to potential increase as provided in Paragraph 38, to be
3 paid by Defendants in full resolution of all Released Claims and the Action, which is inclusive of the
4 Attorneys’ Fees and Costs, Incentive Award, PAGA Penalties (comprised of both the LWDA Payment
5 and the Individual PAGA Payments), Net Settlement Amount to be paid to the Settlement Class
6 Members, and Settlement Administration Costs. Defendants shall pay the Employer Taxes separately
7 and in addition to the Gross Settlement Amount. Except for paying the Employer Taxes and as
8 otherwise provided in Paragraph 38, under no circumstances will Defendants (individually or
9 cumulatively) have any obligation to issue payments in connection with this Settlement exceeding the
10 total gross amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000).

11 t. “LWDA Payment” means the amount that the Parties have agreed to pay the
12 LWDA as set forth in Paragraph 14.

13 u. “Net Settlement Amount” means the portion of the Gross Settlement Amount that
14 is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less
15 the Court-approved Attorneys’ Fees and Costs, Incentive Award, LWDA Payment, Individual PAGA
16 Payments, and Settlement Administration Costs.

17 v. “Notice of Objection” means a Class Member’s written objection to the
18 Settlement Agreement, which must include: (a) the case name and number of the Action; (b) the
19 objector’s full name, signature, address, and telephone number; (c) a written statement of all grounds
20 for the objection accompanied by any legal support for such objection; and (d) copies of any papers,
21 briefs, or other documents upon which the objection is based.

22 w. “PAGA Group” or “PAGA Group Member(s)” means all individuals employed
23 by Defendants in California and (a) classified as exempt whose salaries are/were below the minimum
24 threshold for exempt employees under California law at any time between July 31, 2022, and the end of
25 the PAGA Period (as defined below), and/or (b) who hold/held the position of Associate Account
26 Manager or Technical Recruiter at any time during the PAGA Period (as defined below).

27 x. “PAGA Pay Periods” means the number of pay periods each PAGA Group
28 Member worked for Defendants, for at least one day, within the State of California during the PAGA

1 Period, which will be calculated by the Settlement Administrator by using the Class Data and List
2 furnished by Defendants.

3 y. "PAGA Penalties" means a total payment of One Hundred Thousand Dollars
4 (\$100,000) to settle all claims under the Private Attorneys General Act. From this amount, 75% will be
5 paid to the LWDA ("LWDA Payment") and 25% will be distributed to PAGA Group Members. The
6 PAGA Penalties shall be payable from the Gross Settlement Amount.

7 z. "PAGA Period" means the period from July 31, 2022, through the end of the Class
8 Period.

9 aa. "PAGA Settlement" means the settlement and resolution of the Released PAGA
10 Claims.

11 bb. "Parties" means Plaintiff and Defendants, collectively, and "Party" means either
12 Plaintiff or Defendants.

13 cc. "Preliminary Approval" means entry by the Court of an order granting
14 preliminary approval of the Settlement Agreement.

15 dd. "Released Class Claims" means any and all claims, actions, causes of action,
16 rights, demands, liabilities, penalties, damages, restitution, losses, disgorgement, liquidated damages,
17 interest, attorneys' fees, fines, debts, obligations, costs, and expenses, whether known or unknown,
18 contingent or accrued, that were alleged, or could have been alleged or raised, based upon or arising out
19 of the facts and/or claims alleged in the Operative Complaint during the Class Period.

20 ee. "Released PAGA Claims" means all claims and causes of action for penalties
21 under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, that were alleged, or
22 could have been alleged in the Operative Complaint or the LWDA Notice, whether known or unknown,
23 contingent or accrued, based upon or arising out of the facts and/or claims alleged in the Operative
24 Complaint or the LWDA Notice during the PAGA Period.

25 ff. "Released Parties" means Defendants and any of their present and former Parent
26 companies, owners, subsidiaries, divisions, and any affiliated or related persons or entities, and each of
27 their respective officers, directors, employees, partners, shareholders, attorneys, insurers, reinsurers,
28 agents, executors, predecessors and assigns, and any other successors, assigns, or legal representatives.

1 gg. “Request for Exclusion” means a timely letter submitted by a Class Member
2 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) contain
3 the case name and number of the Action; (b) be signed by the Class Member; (c) contain the full name,
4 address, telephone number, and the last four digits of the Social Security Number of the Class Member
5 requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the
6 Settlement; and (e) be returned by fax or mail to the Settlement Administrator at the address and/or
7 facsimile number specified in the Class Notice, postmarked or faxed on or before the Response
8 Deadline. The date of the postmark on the return mailing envelope or fax-stamp on the submission will
9 be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A
10 Class Member who does not request exclusion from the Settlement will be deemed a Settlement Class
11 Member and will be bound by all terms of the Settlement Agreement if the Settlement is granted Final
12 Approval by the Court.

13 hh. “Response Deadline” means the deadline by which Class Members must submit
14 a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which
15 shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the
16 Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the
17 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. In the
18 event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member
19 shall be extended fifteen (15) calendar days.

20 ii. “Settlement Administrator” means ILYM Group, Inc. (“Settlement
21 Administrator”), or any other third-party class action settlement administrator agreed to by the Parties
22 and approved by the Court for purposes of administering this Settlement. The Parties each represent
23 that they do not have any financial interest in the Settlement Administrator or otherwise have a
24 relationship with the Settlement Administrator that could create a conflict of interest.

25 jj. “Settlement Administration Costs” means the costs payable from the Gross
26 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering the
27 Settlement, as set forth in Paragraph 13 below. The Settlement Administration Costs are currently
28 estimated not to exceed Six Thousand Two Hundred Fifty Dollars (\$6,250). To the extent the Court

1 awards less than this amount, the difference between this amount and the amount awarded by the Court
2 shall be included in the Net Settlement Amount.

3 kk. "Settlement Class Members" means all Class Members who do not submit a valid
4 and timely Request for Exclusion from the Settlement (collectively referred to as "Settlement Class").

5 ll. "Workweeks" means the number of weeks each Class Member worked for
6 Defendants, for at least one day, during the Class Period, which will be calculated by the Settlement
7 Administrator by using the Class Data and List furnished by the Defendants.

8 **CLASS CERTIFICATION**

9 8. This Agreement represents a compromise and settlement of highly disputed claims.
10 Nothing in this Agreement is intended or should be construed as an admission by Defendants that any
11 of the allegations in the Operative Complaint have merit or that Defendants have any liability for any
12 claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants'
13 defenses in the Action have merit.

14 9. The Parties agree that class certification and representative treatment is for the purpose
15 of settlement only. Should, for whatever reason, the Court not grant Final Approval, the Parties'
16 stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall
17 have no bearing on, and shall not be admissible in connection with, the issue of whether or not
18 certification would be inappropriate in a non-settlement context. Further, should, for whatever reason,
19 the Court not grant Final Approval, Defendants reserve the right to contest certification of any class for
20 any reasons, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves
21 the right to move for class certification on any grounds available and to contest Defendants' defenses.
22 Further, pursuant to Paragraph 42, Defendants reserve the right to file a motion to compel arbitration of
23 Plaintiff's claims on an individual basis and a motion to stay the PAGA representative claims pending
24 conclusion of the arbitration. Plaintiff reserves the right to oppose these motions.

25 **TERMS OF AGREEMENT**

26 NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby
27 acknowledged, and in consideration of the mutual covenants, promises and agreements set forth below,
28 the Parties agree, subject to the Court's approval, as follows:

1 10. Funding and Disbursement of the Gross Settlement Amount.

2 a. Within fifteen (15) calendar days after the entry of the Final Approval Order and
3 Judgment, the Settlement Administrator will provide the Parties with an accounting of the amounts to
4 be paid by Defendants pursuant to the terms of the Settlement and establish a Qualified Settlement Fund
5 (“QSF”) pursuant to IRS rules and regulations in which the Gross Settlement Amount will be placed and
6 from which payments required by the Settlement Agreement will be made.

7 b. Within fifteen (15) calendar days after the Effective Date, Defendants will make
8 a deposit of the full Gross Settlement Amount (i.e., \$1,250,000.00) into the QSF to be established by
9 the Settlement Administrator.

10 c. Within seven (7) calendar days after the full funding of the Gross Settlement
11 Amount, the Settlement Administrator will issue payments due under the Settlement and approved by
12 the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) LWDA
13 Payment to the LWDA; (c) Individual PAGA Payments to PAGA Group Members; (d) Incentive Award
14 to Plaintiff; (e) Attorneys’ Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to
15 itself (the Settlement Administrator). The Settlement Administrator will also undertake filings and
16 remittances in connection with the employee’s share of taxes on the wages portion of Individual
17 Settlement Shares and the Employer Taxes, that are necessary for administration of the Settlement.

18 11. Attorneys’ Fees and Costs. Class Counsel will request and Defendants will not oppose
19 attorneys’ fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to Four
20 Hundred Thirty Seven Thousand Five Hundred Dollars (\$437,500.00 if the Gross Settlement Amount
21 remains \$1,250,000) and reimbursement of actual costs and expenses associated with Class Counsel’s
22 litigation and settlement of the Action, in an amount not to exceed Twenty Thousand Dollars
23 (\$20,000.00), both of which will be paid from the Gross Settlement Amount subject to Court approval.
24 These amounts will cover any and all work performed and any and all costs incurred by Class Counsel
25 in connection with the litigation of the Action, including without limitation all work performed and
26 costs incurred to date, and all work to be performed and all costs to be incurred in connection with
27 obtaining the Court’s approval of this Settlement, as well as any objections raised and any appeals
28 necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly

1 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
2 Should the Court approve the Attorneys' Fees and Costs in an amount that is less than that set forth
3 above, the difference between the lesser amount approved by the Court and the amount as allocated
4 above shall be a part of the Net Settlement Amount to be distributed to Settlement Class Members.

5 12. Incentive Award. In recognition of her efforts and work in prosecuting the Action,
6 Defendants agree not to oppose or impede any application or motion for an Incentive Award in an
7 amount up to Fifteen Thousand Dollars (\$15,000) to Plaintiff Gillian Rey Morris. The Incentive Award,
8 which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to
9 Plaintiff's Individual Settlement Payment and Individual PAGA Payment that is to be paid pursuant to
10 the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Incentive
11 Award, and Plaintiff shall be solely and legally responsible for correctly characterizing this
12 compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff agrees to
13 indemnify and hold Defendants harmless from any claim or liability for taxes, penalties, or interest
14 thereon arising as a result of the Incentive Award. Should the Court approve the Incentive Award to
15 Plaintiff in an amount that is less than that set forth above, the difference between the lesser amount
16 approved by the Court and the amount as allocated above shall be a part of the Net Settlement Amount
17 to be distributed to Settlement Class Members.

18 13. Settlement Administration Costs. The Settlement Administrator will be paid for the
19 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
20 which is currently estimated not to exceed Six Thousand Two Hundred and Fifty Dollars (\$6,250).
21 These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will
22 include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for this
23 Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2
24 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary
25 reports and declarations, and other duties and responsibilities set forth herein to process this Settlement,
26 and as requested by the Parties. To the extent actual Settlement Administrations Costs are greater than
27 the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
28 Amount, subject to Court approval upon a showing of good cause. Any portion of the estimated,

designated, and/or awarded Settlement Administration Costs that are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be a part of the Net Settlement Amount to be distributed to Settlement Class Members.

14. LWDA Payment. Subject to approval by the Court, the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000) from the Gross Settlement Amount will be allocated to penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*, of which seventy-five percent (75%), or \$75,000, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$25,000, will be distributed to Settlement Class Members as part of the Net Settlement Amount.

15. Individual Settlement Share and Individual PAGA Payment Calculations. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and PAGA Group Members shall not be required to submit a claim in order to receive a share of the 25% portion of the PAGA Penalties that is allocated to the PAGA Group, and no portion of the Gross Settlement Amount shall revert to Defendants. Individual Settlement Shares and Individual PAGA Payments will be calculated and apportioned based on the Workweek and PAGA Pay Periods, respectively, as follows:

a. Individual Settlement Shares.

i. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

ii. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Member to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

b. Individual PAGA Payments.

i. To determine the Individual PAGA Payment for each PAGA Group

Member, the Settlement Administrator will divide the 25% portion of the PAGA Penalties that is allocated to the PAGA Group, i.e., \$25,000, by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period ("Total PAGA Pay Periods") resulting in the PAGA Pay Period Value and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual PAGA Group Member during the PAGA Period.

16. Settlement Awards Do Not Trigger Additional Benefits. All payments to Plaintiff, Settlement Class Members and PAGA Group Members shall be deemed to be wage and non-wage income to Plaintiff, Settlement Class Members and PAGA Group Members solely in the year in which such payments actually are received by them. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, any Settlement Class Member or any PAGA Group Member to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period or, if applicable, the PAGA Period, nor will it entitle them to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period or, if applicable, the PAGA Period).

17. Delivery of the Class Data and List. Within twenty-one (21) calendar days after Preliminary Approval, Defendants will provide the Class Data and List to the Settlement Administrator.

18. Notice by First Class U.S. Mail.

a. Within ten (10) business days after receiving the Class Data and List from Defendants, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice (in the form attached as Exhibit A to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable and received by the Settlement Administrator on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar

1 days.

2 19. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the
3 number of Workweeks to which they have been credited, as reflected in their respective Class Notices.
4 In order to dispute Workweeks, Class Members must submit a written letter to the Settlement
5 Administrator that: (a) states the case name and number of the Action; (b) is signed by the Class
6 Member; (c) states the full name, address, telephone number, and the last four digits of the Social
7 Security Number of the disputing Class Member; (d) clearly states that the Class Member disputes the
8 number of Workweeks credited to him or her and what he or she contends is the correct number to be
9 credited to him or her; (e) includes information and/or attaches documentation demonstrating that the
10 number of Workweeks that he or she contends should be credited to him or her are correct; and (f) is
11 returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number,
12 postmarked or fax-stamped on or before the Response Deadline. The date of the postmark on the return
13 mailing envelope or fax-stamp on the submission will be the exclusive means to determine whether a
14 dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and
15 data as they pertain to the number of Workweeks to be credited to a disputing Class Member,
16 Defendants' records will be presumed correct and determinative of the dispute. However, if a Class
17 Member produces information and/or documents to the contrary, the Settlement Administrator will
18 evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve
19 and determine the number of eligible Workweeks that the disputing Class Member should be credited
20 with under the Settlement. The Settlement Administrator shall notify Class Counsel and Defendants'
21 Counsel of the fact that a Class Member has made a dispute and advise them of the outcome.

22 20. Settlement Checks. The Settlement Administrator will be responsible for undertaking
23 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments to the
24 Settlement Class Members, and Individual PAGA Payments to PAGA Group Members, via First-Class
25 U.S. Mail in accordance with this Settlement Agreement. Each Individual Settlement Payment and
26 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar
27 days from the date the checks are issued, and thereafter, shall be cancelled. After the 180-day check-
28 cashing deadline, the Parties shall file a stipulation to amend the Final Approval Order and Judgment

1 that sets forth the total amount to be paid to Settlement Class Members and the amount of unpaid residue,
2 plus any interest on such funds. All funds associated with such cancelled checks will be transferred to
3 the State of California's Unclaimed Property Division in the name of the Settlement Class Member
4 and/or Aggrieved Employee, subject to the requirements of California Code of Civil Procedure Section
5 384, subd. (b)., after the Court enters an order approving the Parties' stipulation to amend the Final
6 Approval Order and Judgment. Within sixty (60) calendar days after the distribution to the State of
7 California's Unclaimed Property Division, the Settlement Administrator will provide written certification
8 of completion of settlement administration to Class Counsel and to Defendants' Counsel. The Settlement
9 Administrator may, as necessary, undertake amended and/or supplemental tax filings and reporting,
10 required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of
11 any Individual Settlement Payment or Individual PAGA Payment checks. Settlement Class Members
12 whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound by this
13 Settlement Agreement. Similarly, PAGA Group Members whose Individual PAGA Payment checks are
14 cancelled shall, nevertheless, be bound by this Settlement Agreement.

15 21. Procedure for Requesting Exclusion from the Settlement. Any Class Member wishing to
16 be excluded from the Settlement must submit a timely and valid Request for Exclusion to the Settlement
17 Administrator. A Request for Exclusion must: (1) contain the case name and number of the Action;
18 (2) contain the Class Member's full name, address, telephone number, and last four digits of his or her
19 Social Security number; (3) be signed by the Class Member; (4) contain a clear statement that the Class
20 Member requests to be excluded from the Settlement; and (5) be sent to the Settlement Administrator
21 by mail or fax, postmarked or fax-stamped by no later than the Response Deadline. The Class Notice
22 shall contain instructions on how to opt out. The date of the fax-stamp or the postmark on the return
23 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been
24 timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants'
25 Counsel the Requests for Exclusion that were timely submitted, and also identify the individuals who
26 have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the
27 Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for
28 Exclusion is prohibited from making any objection to the Settlement Agreement. Any Class Member

1 who validly requests to be excluded from the Settlement will not be a Settlement Class Member and
2 will not have any right to object, appeal, or comment on the Settlement. Because future PAGA claims
3 are subject to claim preclusion upon entry of the Judgment, PAGA Group Members are deemed to
4 release the claims identified in Paragraph 7.ee of this Agreement and are eligible for an Individual
5 PAGA Payment.

6 22. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
7 Member who does not affirmatively request exclusion from the Settlement by submitting a timely and
8 valid Request for Exclusion is deemed to be a Settlement Class Member under this Agreement, entitled
9 to all benefits and bound by all of the terms and conditions of the Settlement, including and not limited
10 to those pertaining to the Released Class Claims, as well as the Final Approval Order and Judgment that
11 may be entered by the Court if it grants Final Approval of the Settlement.

12 23. Procedures for Objecting to the Settlement. To object to the Settlement, Class Members
13 who have not validly requested to be excluded (i.e., opt-out) from the Settlement (i.e., Settlement Class
14 Members) may present their objections orally at the Final Approval Hearing and/or submit a timely and
15 complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response
16 Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain the
17 required information as set forth in Paragraph 7.v of this Settlement Agreement. The date of the
18 postmark on the return mailing envelope or fax-stamp on the submission of the Notice of Objection will
19 be deemed the exclusive means for determining the timeliness of the Notice of Objection. At no time
20 will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members
21 to object to the Settlement or appeal from the Final Approval Order and Judgment.

22 24. Reports By the Settlement Administrator Regarding Settlement Administration. The
23 Settlement Administrator will provide Defendants' Counsel and Class Counsel weekly reports that
24 certify: (a) the number of Class Members who have submitted a dispute of Workweeks; (b) the number
25 of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete
26 Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally,
27 the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
28 administration of the Settlement Agreement as needed or requested, and immediately notify Defendants'

Counsel and Class Counsel when it receives a request from an individual or any other entity to be included in the Class and/or Settlement.

25. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

26. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty-five percent (25%) wages and seventy-five percent (75%) as penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to interest, penalties, and non-wage damages will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The employer's share of taxes and contributions on the wages portion of Individual Settlement Shares will be paid by Defendants separately and in addition to the Gross Settlement Amount. Individual PAGA Payments will be reported on an IRS Form-1099 by the Settlement Administrator.

27. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by this Settlement Agreement and by law for all amounts paid pursuant to the Settlement. The Settlement Administrator will also be responsible for forwarding all taxes, contributions, and withholdings with respect to the wages portion of Individual Settlement Shares to the appropriate government authorities.

28. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff and Settlement Class Members understand and agree that Plaintiff, Settlement Class Members and PAGA Group Members will be solely responsible for correctly characterizing any compensation received under the

1 Settlement on his/her personal income tax returns and paying any and all taxes due for any and all
2 amounts paid to them under the Settlement.

3 29. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
4 PURPOSES OF THIS PARAGRAPH 29, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
5 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
6 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (a) NO PROVISION OF THIS
7 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
8 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
9 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
10 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
11 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10,
12 AS AMENDED); (b) THE ACKNOWLEDGING PARTY (i) HAS RELIED EXCLUSIVELY UPON
13 HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
14 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,
15 (ii) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
16 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
17 OTHER PARTY, AND (iii) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
18 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
19 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (c) NO
20 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
21 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
22 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
23 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
24 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
25 BY THIS SETTLEMENT AGREEMENT.

26 30. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
27 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
28 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause

1 of action or right herein released and discharged.

2 31. Release of Claims by Settlement Class Members. Upon the Effective Date and full
3 funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members (i.e., Class
4 Members who do not submit a valid and timely Request for Exclusion), on behalf of themselves and
5 their respective former and present representatives, agents, attorneys, heirs, administrators, successors,
6 and assigns, will be deemed to have fully, finally and forever released, settled, compromised,
7 relinquished, and discharged the Released Parties of all Released Class Claims they may have or had.
8 Settlement Class Members do not release any other claims (except for the Released PAGA Claims to
9 the extent that they are also PAGA Group Members), including claims for vested benefits, wrongful
10 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
11 social security, workers' compensation, or claims based on facts occurring outside the Class Period. The
12 release of claims by Settlement Class Members shall be given full *res judicata* and collateral estoppel
13 effect upon entry of judgment.

14 32. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full
15 funding of the Gross Settlement Amount, Plaintiff will be deemed to have fully released, settled,
16 compromised, relinquished, and discharged the Released Parties of and from all claims arising from
17 Plaintiff's employment with Defendants, separation of employment from Defendants, and any acts that
18 have or could have been asserted in any legal action or proceeding against Defendants, whether known or
19 unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, the California
20 Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act
21 of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California
22 Corporations Code, California Business and Professions Code, California Fair Employment and Housing
23 Act, and California Constitution (all as amended), and the laws of contract and tort, as well as claims for
24 discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment
25 compensation, emotional distress, medical expenses, other economic and non-economic damages,
26 attorneys' fees, and costs, arising on or before the date on which the Settlement is executed. With respect
27 to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and
28 all rights and benefits available under California Civil Code Section 1542, which provides:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
2 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
3 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
5 known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to settle fully
6 and release all claims she now has against the Released Parties, whether known or unknown, suspected
7 or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for
8 workers' compensation benefits, claims for unemployment benefits, or other claims that may not be
9 released as a matter of law.

10 33. Release of Claims by PAGA Group Members. In addition, upon the Effective Date and
11 full funding of the Gross Settlement Amount, Plaintiff and all PAGA Group Members will be deemed
12 to have fully, finally and forever released, settled, compromised, relinquished, and discharged, on behalf
13 of themselves and their respective former and present representatives, agents, attorneys, heirs,
14 administrators, successors, and assigns, the Released Parties of all Released PAGA Claims they may
15 have or had. The release of claims by PAGA Group Members shall be given full *res judicata* and
16 collateral effect upon entry of judgment.

17 34. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
18 Upon full execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for
19 Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will
20 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion
21 and also submit this Settlement Agreement to the LWDA. Class Counsel will provide Defendants'
22 Counsel a draft of the motion and receive feedback from Defendants' Counsel regarding the draft before
23 finalizing and filing the motion. Defendants agree not to oppose the motion consistent with this
24 Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary
25 Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- 26 a. Conditionally certifying the class for settlement purposes only;
- 27 b. Granting Preliminary Approval of the Settlement;
- 28 c. Preliminarily appointing Plaintiff as Class Representative;

- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Appointing ILYM Group, Inc. as the Settlement Administrator;
- f. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by First Class U.S. Mail;
- g. Approving the manner and method for Class Members to request exclusion from the Settlement, dispute the number of Workweeks credited to them, or object to the Settlement as contained herein and within the Class Notice; and
- h. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members.

35. Duties of the Parties With Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) LWDA Payment; (c) Individual PAGA Payments; (d) Attorneys' Fees and Costs; (e) Incentive Award; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the motion and receive feedback from Defendants' Counsel regarding the draft before finalizing and filing the motion. In the motion, Plaintiff will apply for the entry of the mutually-agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certifying the class for settlement purposes;
- c. Awarding Attorneys' Fees and Costs to Class Counsel;
- d. Awarding an Incentive Award to Plaintiff;
- e. Awarding Settlement Administration Costs to Settlement Administrator;

1 f. Directing Defendants to fund all amounts due under the Settlement Agreement
2 and ordered by the Court; and

3 g. Entering judgment in the Action, while maintaining continuing jurisdiction, in
4 conformity with California Rules of Court 3.769 and the Settlement Agreement.

5 36. Termination or Rescission of Settlement.

6 a. If five percent (5%) or more of the Class Members submit timely and valid
7 Requests for Exclusion, Defendants may, within their sole discretion, elect to terminate and rescind the
8 Settlement Agreement by providing written notice of exercising their right of termination and rescission
9 to Class Counsel and to the Settlement Administrator within fourteen (14) calendar days after the latest
10 Response Deadline. If Defendants exercise this option, Defendants shall pay any costs of settlement
11 administration owed to the Settlement Administrator incurred up to that date.

12 37. Effects of Termination or Rescission of the Settlement. Termination or Rescission of the
13 Settlement Agreement pursuant to Paragraph 36 shall have the following effects:

14 a. The Settlement Agreement shall be void and shall have no force or effect, and no
15 Party shall be bound by any of its terms;

16 b. In the event the Settlement Agreement is terminated or rescinded, Defendants shall
17 have no obligation to make any payments to any Party, Class Member, or attorney, except that Defendants
18 shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator
19 is notified that the Settlement has been terminated;

20 c. The Preliminary Approval Order, and Final Approval Order and Judgment,
21 including any order certifying the class, shall be vacated;

22 d. The Settlement Agreement and all negotiations, statements and proceedings
23 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
24 to their respective positions in the Action prior to the execution of the Settlement Agreement;

25 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
26 statements, or filings in furtherance of the Settlement (including all matters associated with the mediation)
27 shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever;
28 and

1 f. Any documents generated to bring the Settlement into effect will be null and void,
2 and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
3 likewise be treated as void from the beginning; and

4 g. The Parties shall request that the Court reopen proceedings within thirty (30)
5 calendar days.

6 38. Escalator Clause. Defendants represented that for the period of August 8, 2019, through
7 June 25, 2024, there were approximately 10,000 total Workweeks. If it is determined that the total
8 number of workweeks during the Class Period exceeds 11,000 (10,000, plus 10% of 10,000), then
9 Defendants may, in their sole discretion, elect to: (A) increase the Gross Settlement Amount in
10 proportion to the increased percentage – for example, if such increase in workweeks is 15% over 10,000
11 workweeks, the Gross Settlement Amount will increase by 5%; or (B) end the Class Period and PAGA
12 Period on the date on which the number of workweeks reaches 11,000 (“Settlement End Date”). If
13 Defendants elect to end the Class Period and PAGA Period pursuant to this Paragraph 38, Defendants
14 must notify Class Counsel and the Settlement Administrator of such decision at least three (3) business
15 days prior to the mailing of the Class Notice so that the Class Notice can be revised to include the accurate
16 terms of the Settlement.

17 39. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
18 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
19 664.6 of the California Code of Civil Procedure for purposes of addressing: (a) the interpretation and
20 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
21 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

22 40. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
23 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
24 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

25 41. Entire Agreement. Upon full execution of this Settlement Agreement by the Parties, this
26 Settlement Agreement and any attached exhibits constitute the entirety of the Parties’ settlement terms,
27 and no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
28 The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure

1 § 1856(a), which provide that a written agreement is to be construed according to its terms and may not
2 be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or
3 written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

4 42. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
5 Action, except such proceedings necessary to implement and complete the Settlement Agreement,
6 pending the Final Approval Hearing to be conducted by the Court. Accordingly, the Parties agree that,
7 pursuant to prior stipulations of the Parties and Court orders, should final approval of this Settlement
8 not be granted by the Court, Defendants may file their motion to compel arbitration to require Plaintiff
9 to arbitrate her claims on an individual basis and request a stay of the PAGA representative claims
10 pending conclusion of the arbitration. Likewise, Plaintiff may file the applicable opposition to any such
11 motions consistent with the Parties' prior stipulations and Court orders. If the Court does not grant final
12 approval of the settlement, the Parties continue to agree that any delay in Defendants' filing their motion
13 to compel arbitration shall not prejudice or in any way whatsoever be deemed a waiver by Defendants
14 of their right to move to compel arbitration, shall not in any way be construed as Defendants having
15 actively litigated this case, and/or availing themselves of discovery in court, and shall not in any way
16 whatsoever be deemed to have affected, misled, or prejudiced Plaintiff, any of the Class Members,
17 and/or any of the PAGA Group Members.

18 43. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of
19 this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to
20 any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement
21 will not constitute a waiver of any other provision.

22 44. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
25 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
26 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
27 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
28 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

45. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release and contemplated judgment as to the Settlement Class Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

46. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

47. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

48. Execution and Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

49. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

50. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid and enforceable to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

51. Plaintiff's Waiver of Right to Be Excluded. By signing this Settlement Agreement,

1 Plaintiff agrees to be bound by the terms herein and waives her right to submit a Request for Exclusion.

2 52. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
3 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued
4 litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny,
5 that they have violated any state, federal, or local law; violated any regulations or guidelines
6 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
7 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
8 or engaged in any other unlawful conduct with respect to their current or former employees or anyone
9 else. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations
10 connected with it, shall be construed as an admission or concession by Defendants of any such violations
11 or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
12 of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be
13 offered or received as evidence in any action or proceeding to establish any liability or admission on the
14 part of Defendants or to establish the existence of any condition constituting a violation of, or non-
15 compliance with, state, federal, local or other applicable law.

16 53. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
17 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
18 provisions of this Settlement Agreement.

19 54. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
20 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
21 more strictly against one party than another merely by virtue of the fact that it may have been prepared
22 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
23 between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

24 55. Representation By Counsel. The Parties acknowledge that they have been represented
25 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
26 that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed
27 in full.

28 56. All Terms Subject to Court Approval. All amounts and procedures described in this

1 Settlement Agreement are subject to Court approval.

2 57. Notices. All notices, demands, and other communications to be provided to counsel for
3 the Parties in connection with this Settlement Agreement shall be in writing and delivered by overnight
4 mail at the addresses set forth below, or such other addresses as either Party may designate in writing
5 from time to time:

6 To Plaintiff and Class Counsel:

7 Danny Yadidsion, Esq.
8 Noël Harlow, Esq.
9 **LABOR LAW PC**
100 Wilshire Blvd., Suite 700
Santa Monica, California 90401

To Defendants:

Pascal Benyamini, Esq.
William R. Horwitz, Esq.
FAEGRE DRINKER BIDDLE & REATH LLP
1800 Century Park East, Suite 1500
Los Angeles, California 90067

11 58. Final Approval Order and Judgment. The Parties shall provide the Settlement
12 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
13 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
14 sixty (60) calendar days. No individualized notice to the Class will be required.

15 59. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
16 cooperate with each other in good faith and use their best efforts to implement the Settlement, including
17 and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of
18 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
19 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
20 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
21 assistance of the Mediator and then the Court to resolve such disagreement.

22 60. Integration Clause. This Settlement Agreement contains the entire agreement between
23 the Parties relating to the Settlement and transaction contemplated hereby, and all prior or
24 contemporaneous agreements, understandings, representations, and statements, whether oral or written
25 and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be
26 waived except in writing.

27 61. Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152,
28 and all copies and summaries of the Class Data and List provided to Class Counsel by Defendants in
connection with the mediation, other settlement negotiations, or in connection with the Settlement, may

be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

62. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

63. Confidentiality. Plaintiff and Class Counsel agree not to disclose the terms of this settlement except in court papers, communications with Class Members after preliminary approval of the Settlement, communications with PAGA Group members after approval of the PAGA settlement, or if required by the legal process, except that Class Counsel may put publicly available information about the settlement in any description of their experience or the like in order to describe their experience to a court. Plaintiff and Class Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the settlement. Plaintiff and Class Counsel agree not to respond to any press inquiries except to refer reporters to the papers filed with the Court.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants:

IT IS SO AGREED.

PLAINTIFF GILLIAN REY MORRIS

Dated: 12 / 03 / 2024



Gillian Rey Morris, Plaintiff

DEFENDANT COLLABERA LLC

Dated: _____

Full Name: _____

Title: _____

On behalf of Collabera LLC, Defendant

ADDITIONAL SIGNATURES ON NEXT PAGE

1 be used only with respect to this Settlement, and no other purpose, and may not be used in any way that
2 violates any existing contractual agreement, statute, or rule of court.

3 62. Headings. The descriptive heading of any section or paragraph of this Agreement is
4 inserted for convenience of reference only and does not constitute a part of this Agreement.

5 63. Confidentiality. Plaintiff and Class Counsel agree not to disclose the terms of this
6 settlement except in court papers, communications with Class Members after preliminary approval of
7 the Settlement, communications with PAGA Group members after approval of the PAGA settlement,
8 or if required by the legal process, except that Class Counsel may put publicly available information
9 about the settlement in any description of their experience or the like in order to describe their experience
10 to a court. Plaintiff and Class Counsel shall not issue a press release, hold a press conference, publish
11 information about the settlement on any website, or otherwise publicize the settlement. Plaintiff and
12 Class Counsel agree not to respond to any press inquiries except to refer reporters to the papers filed
13 with the Court.

14 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
15 Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants:

16 **IT IS SO AGREED.**

17 **PLAINTIFF GILLIAN REY MORRIS**

18
19 Dated: _____

20 _____
Gillian Rey Morris, Plaintiff

21 **DEFENDANT COLLABERA LLC**

22
23 Dated: 11/15/2024
24 _____

DocuSigned by:
Killo Amin
62C8ACBC37FF4AC...
Full Name: Killo Amin
Title: General Counsel
On behalf of Collabera LLC, Defendant

25
26
27 **ADDITIONAL SIGNATURES ON NEXT PAGE**

DEFENDANT ASCENDION INC.

Dated: 11/15/2024

Ganapathy Subramani

Full Name: Ganapathy Subramani

Title: General Counsel

On behalf of Ascendion Inc. (formerly known as
Collabera, Inc.), Defendant

APPROVED AS TO FORM:

LABOR LAW PC

Dated: 12/03/2024

Danny Yaddison

Danny Yaddison

Noël Harlow

Attorneys for Plaintiff and Proposed Class Counsel

FAEGRE DRINKER BIDDLE & REATH LLP

Dated: 11/15/2024

P. Benyamini

Pascal Benyamini

William R. Horwitz

Attorneys for Defendants

SUPPLEMENTAL ADDENDUM TO JOINT STIPULATION
OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Supplemental Addendum (“Addendum”) is entered into by and between Plaintiff Gillian Rey Morris (“Plaintiff” or “Class Representative”), on behalf of the Settlement Class and PAGA Group, and Defendants Collabera LLC and Ascendion, Inc. (formerly known as Collabera, Inc.) (collectively, “Defendants,” and together with Plaintiff, the “Parties”). This Addendum amends the Joint Stipulation of Class Action and PAGA Settlement and Release executed on or about November 15, 2024 (“Settlement Agreement”), solely to conform the Agreement to the Court’s Order entered on July 8, 2025 (“Court’s Order”). Except as expressly amended herein, all other provisions of the Settlement Agreement shall remain in full force and effect.

RECITALS

1. On July 8, 2025, the Honorable Judge David S. Cunningham III, Dept. SS11 of the Superior Court of California, County of Los Angeles, issued an order as follows: (a) the Court reduced Class Counsel’s Attorneys’ Fees to thirty-three and one-third percent (33 ⅓ %) of the Gross Settlement Amount; and (b) the Court reduced the Incentive Award to ten-thousand dollars (\$10,000).

AMENDMENTS

2. The Parties agree that, pursuant to the Court’s Order:

a. Paragraph 7.a. is amended as follows: “Attorneys’ Fees and Costs means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of this Action, which shall not exceed 33 ⅓ % of the Gross Settlement Amount (i.e., \$416,666.67 if the Gross Settlement Amount remains \$1,250,000) and reimbursement of all actual costs and expenses incurred and to be incurred by Class Counsel in the Action, as set forth in Paragraph 11 below.

b. The first sentence of Paragraph 11 is amended as follows: Class Counsel will request and Defendants will not oppose attorneys’ fees of up to thirty-three and one-third percent (33 ⅓ %) of the Gross Settlement Amount (i.e., up to Four Hundred Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$416,666.67) if the Gross Settlement Amount remains \$1,250,000) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Action, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00), both

of which will be paid from the Gross Settlement Amount subject to Court approval.

c. Paragraph 7.m. is amended as follows: "Incentive Award" means the amount approved by the Court to be paid to Plaintiff Gillian Rey Morris in recognition of her efforts and work in prosecuting the Action on behalf of Class Members, as set forth in Paragraph 12 below. The Incentive Award payable to Plaintiff shall not exceed \$10,000 and shall be payable from the Gross Settlement Amount. To the extent the Court awards less than this amount, the difference between this amount and the amount awarded by the Court shall be included in the Net Settlement Amount.

d. The first sentence of Paragraph 12 is amended as follows: In recognition of her efforts and work in prosecuting the Action, Defendants agree not to oppose or impede any application or motion for an Incentive Award in an amount up to Ten Thousand Dollars (\$10,000) to Plaintiff Gillian Rey Morris.

3. All references to the "Net Settlement Amount" in the Settlement Agreement shall be automatically adjusted to account for the foregoing. Unless expressly set forth in this Addendum, all other terms, definitions, deadlines, and obligations set forth in the Settlement Agreement remain unchanged and in full effect.

EFFECTIVE DATE; INCORPORATION

This Addendum shall become effective on the date it is signed by all Parties and their counsel and approved by the Court. Upon such approval, the Addendum shall be deemed fully incorporated into, and enforceable as part of, the Settlement Agreement.

EXECUTION

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Addendum as of the dates set forth adjacent to their signatures.

PLAINTIFF GILLIAN REY MORRIS

Dated: 07 / 28 / 2025



Gillian Rey Morris, Plaintiff

ADDITIONAL SIGNATURES ON NEXT PAGE

DEFENDANT COLLABERA LLC

Dated: _____

Full Name: _____

Title: _____

On behalf of Collabera LLC, Defendant

DEFENDANT ASCENDION, INC.

Dated: _____

Full Name: _____

Title: _____

On behalf of Ascendion Inc. (formerly known as
Collabera, Inc.), Defendant

APPROVED AS TO FORM:

LABOR LAW PC



Dated: JULY 31, 2025

Danny Yadidsion

Noël Harlow

Attorneys for Plaintiff and Proposed Class Counsel

FAEGRE DRINKER BIDDLE & REATH LLP

Dated: _____

Pascal Benyamini

William R. Horwitz

Attorneys for Defendants

DEFENDANT COLLABERA LLC



Dated: July 28, 2025

Full Name: Killol Amin

Title: General Counsel

On behalf of Collabera LLC, Defendant

DEFENDANT ASCENDION, INC.



Dated: July 28, 2025

Full Name: Ganapathy Subramani

Title: General Counsel

On behalf of Ascendion Inc. (formerly known as
Collabera, Inc.), Defendant

APPROVED AS TO FORM:

LABOR LAW PC

Dated: _____

Danny Yadidsion

Noël Harlow

Attorneys for Plaintiff and Proposed Class Counsel

FAEGRE DRINKER BIDDLE & REATH LLP



Dated: 7-28-2025

Pascal Benyamini

William R. Horwitz

Attorneys for Defendants

EXHIBIT C

DEPOSIT REQUEST

**Invoice Date**

2/6/2024

Invoice Number

7027884

Bill To: **Ms. Noel Harlow Esq.**
Labor Law PC
100 Wilshire Blvd
Suite 700
Santa Monica, CA 90401
US

Reference #: 1220075444 - Rep# 2

Billing Specialist: **Mindiola, Nicholas**
Email: **nmindiola@jamsadr.com**
Telephone: **949-224-4626**
Employer ID: **68-0542699**

RE: Morris, Gillian Rey vs. Collabera, Inc., et al.Representing: **Gillian Rey Morris**Neutral(s): **Deborah Crandall Saxe, Esq.**Hearing Type: **MEDIATION**

EW

Date / Time	Description	Your Share
2/5/24	Deborah Crandall Saxe Esq. Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Please review the Neutral's fee schedule regarding case management fee and cancellation policies. Supplemental deposit requests will be assessed as needed. Any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 13,000.00

Total Billed: \$ 13,000.00**Total Payment:** \$ 0**Balance:** \$ 13,000.00

Invoice total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. Payment is due upon receipt.

[Click here to pay](#)

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

STATEMENT



Date

3/01/2024 through 3/31/2024

Bill To: **Noel Harlow Esq.
Labor Law PC
100 Wilshire Blvd
Suite 700
Santa Monica CA 90401**

Reference #: 1220075444 - Rep# 2
Billing Inquiries: **Mindiola, Nicholas**
Email: **nmindiola@jamsadr.com**
Telephone: **949-224-4626**
Employer ID: **68-0542699**

RE: **Morris, Gillian Rey vs. Collabera, Inc., et al.**
Representing: **Gillian Rey Morris**

Neutral(s): **JAMS**
Hearing Type: **MEDIATION**

Date / Time	Description	Hours	Rate/Hr.	Total Billed	Parties Billed	Your Share
Balance Forward:						\$500.00
Payment Activity:						
3/21/24	Check No. VISA 4859 Paid By: Danny Yadidsion					(\$13,000.00)
Total Payments:						(\$13,000.00)
Credit Balance, Do Not Pay:						(\$12,500.00)

Unused Deposits will not be refunded until the conclusion of the case.

Statement total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc.

Standard mail:
**P.O. Box 845402
Los Angeles, CA 90084**

Overnight mail:
**18881 Von Karman Ave. Suite 350
Irvine, CA 92612**



Payment Receipt

Your payment has been accepted

Confirmation #	1340748145
Transaction Type	Invoice
Case Number	1220075444
Due Date	Upon Receipt
Invoice Number	7027884
Total Invoice Amount	13,000.00
Reference Number	1220075444-2
Status	ACCEPTED
Payment Date	Mar 21, 2024 – 8:02:27 PM
Payment Method	Visa *****4859
Payment Amount	\$13,000.00
Service Fee	\$388.70
Total Amount Charged	\$13,388.70

EXHIBIT D

Berger Consulting Group

PO Box 261954
Encino, CA 91426
accounting@bergerconsultinggroup.com
www.bergerconsultinggroup.com



INVOICE

BILL TO
Labor Law PC
100 Wilshire Blvd, Suite 700
Santa Monica, CA 90401

INVOICE
DATE BCG12059
06/27/2024

CASE	HOURS	RATE	AMOUNT
Invoice 12059: Morris v Collabera	3.20	400.00	1,280.00

BALANCE DUE \$1,280.00



Payment receipt

You paid \$1,280.00

to Berger Consulting Group on 7/2/2024

Invoice no.	BCG12059
Invoice amount	\$1,280.00
Total	\$1,280.00

Status	Paid
Payment method	Credit Card
Authorization ID	MQ0230636298

Thank you

Berger Consulting Group

+18008051360

www.bergerconsultinggroup.com |
accounting@bergerconsultinggroup.com
PO Box 261954, Encino, CA 91426

No additional transfer fees or taxes apply.

Intuit Payments Inc (IPI) processes payments as an agent of the business. Payments processed by IPI constitutes payment to the business and satisfies your obligation to pay the business, including in connection with any dispute or case, in law or equity. Money movement services are provided by IPI pursuant to IPI's licenses (NMLS #1098819, <https://www.intuit.com/legal/licenses/payment-licenses>). IPI is located at 2700 Coast Avenue, Mountain View, CA 94043, 1-888-536-4801.

EXHIBIT E



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	8/23/2023
Customer	0160670
Credit Sale	05258104
Amount Due	\$0

Bill To

Labor Law PC
101 California Ave., #106
Santa Monica CA 90403

Order Number	20960627
Contact	Dax Inting
Attorney	Danny Yadidsion
Billing Code	None
Case Title	GILLIAN REY MORRIS vs COLLABERA, INC., et al.
Court	Superior Court of California, Los Angeles County
Court Transaction Number	23LA01190862
Case Number	23STCV18770
Documents	Complaint,Summons,Civil Case Cover Sheet

STATUTORY DISBURSEMENTS***AMOUNT**

Court Filing Fee	\$1,435.00
Court Technology Access Fee	\$4.20
SUBTOTAL	\$1,439.20

ONE LEGAL FEES**AMOUNT**

eFiling Charge	\$12.95
Convenience Fee‡	\$42.84
SUBTOTAL	\$55.79

FEES SUMMARY**AMOUNT**

Disbursements	\$1,439.20
One Legal Fees	\$55.79
TOTAL CHARGED	\$1,494.99

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	8/24/2023
Customer	0160670
Credit Sale	05259524
Amount Due	\$0

Bill To

Labor Law PC
101 California Ave., #106
Santa Monica CA 90403

Order Number	21071043
Contact	Dax Inting
Attorney	none
Billing Code	None
Case Title	GILLIAN REY MORRIS vs COLLABERA, INC., et al.
Court	Superior Court of California, Los Angeles County
Court Transaction Number	23LA01292779
Case Number	23STCV18770
Documents	Proof of Personal Service

STATUTORY DISBURSEMENTS***AMOUNT**

Court Technology Access Fee	\$4.20
SUBTOTAL	\$4.20

ONE LEGAL FEES**AMOUNT**

eFiling Charge	\$12.95
Convenience Fee‡	\$0.51
SUBTOTAL	\$13.46

FEES SUMMARY**AMOUNT**

Disbursements	\$4.20
One Legal Fees	\$13.46
TOTAL CHARGED	\$17.66

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1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	9/10/2023
Customer	0160670
Credit Sale	05301483
Amount Due	\$0
Tax Total	\$0.00

Bill To

Labor Law PC
101 California Ave., #106
Santa Monica CA 90403

Order Number	21145176
Contact	Dax Inting
Attorney	Danny Yadidsion
Billing Code	None
Case Title	GILLIAN REY MORRIS vs COLLABERA, INC., et al.
Court	Superior Court of California, Los Angeles County
Court Transaction Number	23LA01361734
Case Number	23STCV18770
Documents	Notice

STATUTORY DISBURSEMENTS***AMOUNT**

Court Technology Access Fee	\$4.20
SUBTOTAL	\$4.20

ONE LEGAL FEES**AMOUNT**

eFiling Charge	\$12.95
Convenience Fee‡	\$0.51
SUBTOTAL	\$13.46

FEES SUMMARY**AMOUNT**

Disbursements	\$4.20
One Legal Fees	\$13.46
Sales Tax	\$0.00
TOTAL CHARGED	\$17.66

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1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	10/04/2023
Customer	0160670
Credit Sale	05373878
Amount Due	\$0
Tax Total	\$0.00

Bill To

Labor Law PC
101 California Ave., #106
Santa Monica CA 90403

Order Number	20964372
Contact	Dax Inting
Attorney	Danny Yadidsion
Billing Code	None
Case Title	GILLIAN REY MORRIS vs COLLABERA, INC., et al.
Court	Superior Court of California, Los Angeles County
Court Transaction Number	9334585
Case Number	23STCV18770
Documents	Complaint,Civil Case Cover Sheet,Summons

ONE LEGAL FEES	AMOUNT
Convenience Fee‡	\$2.51
Process Serving - Standard Serve, Zone 1	\$85.00
SUBTOTAL	\$87.51

FEES SUMMARY	AMOUNT
One Legal Fees	\$87.51
Sales Tax	\$0.00
TOTAL CHARGED	\$87.51

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1400 North McDowell Blvd. Suite 300
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 85-4343705

Bill To
Labor Law PC 101 California Ave., #106 Santa Monica CA 90403

Credit Card Sale

Date	7/26/2024
Customer	0160670
Credit Sale	06230593
Amount Due	\$0.00

One Legal Order Number	23396264
Contact	Dax Inting
Attorney Name	Noël Harlow
Billing Code	23STCV18770
Case Title	GILLIAN REY MORRIS vs COLLABERA, INC., et al.
Case Number	23STCV18770
Court	Superior Court of California, Los Angeles County
Court Transaction Number	24LA01250555
Documents	Notice

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$4.20
SUBTOTAL	\$4.20

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$14.95
Convenience Fee‡	\$0.56
SUBTOTAL	\$15.51

FEES SUMMARY	AMOUNT
Disbursements	\$4.20
One Legal Fees	\$15.51
TOTAL CHARGED	\$19.71

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



5341 Old Redwood Highway Suite 310
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 85-4343705

Bill To
Labor Law PC 101 California Ave., #106 Santa Monica CA 90403

Credit Card Sale

Date	5/9/2025
Customer	0160670
Credit Sale	07096516
Amount Due	\$0.00

One Legal Order Number	25342851
Contact	Dax Inting
Attorney Name	Noël Harlow
Billing Code	23STCV18770
Case Title	GILLIAN REY MORRIS vs COLLABERA, INC., et al.
Case Number	23STCV18770
Court	Superior Court of California, Los Angeles County
Court Transaction Number	25LA00863512
Documents	Proof of Service (not Summons and Complaint)

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$5.75
SUBTOTAL	\$5.75

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$16.95
Convenience Fee‡	\$0.74
SUBTOTAL	\$17.69

FEES SUMMARY	AMOUNT
Disbursements	\$5.75
One Legal Fees	\$17.69
Sales Tax	\$0.00
TOTAL CHARGED	\$23.44

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	8/5/2025
Customer	0160670
Credit Sale	07385657
Amount Due	\$0
Tax Total	\$0.00

Bill To

Labor Law PC
101 California Ave., #106
Santa Monica CA 90403

Order Number	25984222
Contact	Dax Inting
Attorney	Danny Yadidsion
Billing Code	23STCV18770
Case Title	GILLIAN REY MORRIS vs COLLABERA, INC., et al.
Court	Superior Court of California, Los Angeles County
Court Transaction Number	25LA01473815
Case Number	23STCV18770
Documents	Proof of Service (not Summons and Complaint)

ONE LEGAL FEES	AMOUNT
Court Technology Access Fee	\$5.75
eFiling Charge	\$16.95
Convenience Fee‡	\$0.74
SUBTOTAL	\$23.44

FEES SUMMARY	AMOUNT
One Legal Fees	\$23.44
Sales Tax	\$0.00
TOTAL CHARGED	\$23.44

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

INVOICE

Case Anywhere LLC

21860 Burbank Boulevard, Suite
125
Woodland Hills, CA 91367

billing@caseanywhere.com
+1 (800) 884-3163
www.caseanywhere.com



189082 Labor Law PC

Bill to

Labor Law PC
100 Wilshire Boulevard, Santa Monica, CA,
USA Suite 700
Santa Monica, CA 90401
Attn: Amber Bennett
Billing Code: SysGen

Ship to

Labor Law PC
100 Wilshire Boulevard, Santa Monica, CA,
USA Suite 700
Santa Monica, CA 90401
Attn: Amber Bennett
Billing Code: SysGen

Invoice details

Invoice no.: 8462610
Terms: Due on receipt
Invoice date: 10/24/2023
Due date: 10/24/2023

#	Date	Product or service	Description	Qty	Rate	Amount
1.	10/24/2023	Court eFiling	Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 10/24/2023 Spring Street Courthouse (Civil eFiling) 312 North Spring Street, Los Angeles, CA, 90012 Case Management Statement	1	\$11.00	\$11.00
2.	10/24/2023	EFM Fees	EFM Fees	1	\$4.20	\$4.20
3.	10/24/2023	Convenience Fee	Payment Processing Fee	1	\$0.46	\$0.46

Note to customer

BILLING CODE: SysGen
CASE #: 23STCV18770
CASE NAME: GILLIAN REY MORRIS vs COLLABERA, INC., et al.

Total	\$15.66
Payment	-\$15.66
Balance due	\$0.00

Paid in Full

INVOICE

Case Anywhere LLC

21860 Burbank Boulevard, Suite
125
Woodland Hills, CA 91367

billing@caseanywhere.com
+1 (800) 884-3163
www.caseanywhere.com



189082 Labor Law PC

Bill to

Labor Law PC
100 Wilshire Boulevard, Santa Monica, CA,
USA Suite 700
Santa Monica, CA 90401
Attn: Amber Bennett
Billing Code: SysGen

Ship to

Labor Law PC
100 Wilshire Boulevard, Santa Monica, CA,
USA Suite 700
Santa Monica, CA 90401
Attn: Amber Bennett
Billing Code: SysGen

Invoice details

Invoice no.: 8599684
Terms: Due on receipt
Invoice date: 11/16/2023
Due date: 11/16/2023

#	Date	Product or service	Description	Qty	Rate	Amount
1.	11/15/2023	Court eFiling	Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 11/15/2023 Spring Street Courthouse (Civil eFiling) 312 North Spring Street, Los Angeles, CA, 90012 Notice Name Extension	1	\$11.00	\$11.00
2.	11/15/2023	EFM Fees	EFM Fees	1	\$4.20	\$4.20
3.	11/15/2023	Convenience Fee	Payment Processing Fee	1	\$0.46	\$0.46

Total **\$15.66**

Note to customer

BILLING CODE: SysGen
CASE #: 23STCV18770
CASE NAME: GILLIAN REY MORRIS vs COLLABERA, INC., et al.

Payment -\$15.66

Balance due **\$0.00**

Paid in Full

INVOICE

Case Anywhere LLC

21860 Burbank Boulevard, Suite
125
Woodland Hills, CA 91367

billing@caseanywhere.com
+1 (800) 884-3163
www.caseanywhere.com



189082 Labor Law PC

Bill to

Labor Law PC
100 Wilshire Boulevard, Santa Monica, CA,
USA Suite 700
Santa Monica, CA 90401
Attn: Amber Bennett
Billing Code: SysGen

Ship to

Labor Law PC
100 Wilshire Boulevard, Santa Monica, CA,
USA Suite 700
Santa Monica, CA 90401
Attn: Amber Bennett
Billing Code: SysGen

Invoice details

Invoice no.: 8686532
Terms: Due on receipt
Invoice date: 12/04/2023
Due date: 12/04/2023

#	Date	Product or service	Description	Qty	Rate	Amount
1.	12/04/2023	Court eFiling	Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 12/04/2023 Spring Street Courthouse (Civil eFiling) 312 North Spring Street, Los Angeles, CA, 90012 Amended Complaint	1	\$11.00	\$11.00
2.	12/04/2023	EFM Fees	EFM Fees	1	\$4.20	\$4.20
3.	12/04/2023	Convenience Fee	Payment Processing Fee	1	\$0.46	\$0.46

Note to customer

BILLING CODE: SysGen
CASE #: 23STCV18770
CASE NAME: GILLIAN REY MORRIS vs COLLABERA, INC., et al.

Total	\$15.66
Payment	-\$15.66
Balance due	\$0.00

Paid in Full



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
4/2/24	323177

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 1/1/24 - 3/31/24
Payment Due Date: 5/2/24
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$147.00/qtr	\$147.00

BALANCE	\$147.00
----------------	-----------------

Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
21860 Burbank Blvd., Suite 125
Woodland Hills, CA 91367

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Account Summary

1/5/24

Labor Law PC
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

Outstanding Invoices

Invoice #313085 - Payment is Due on 2/3/24	\$141.48
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Total Amount Outstanding	\$141.48
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Outstanding Invoices Attached

Visit <https://pay.caseanywhere.com> to pay by credit card



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
1/4/24	313085

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 10/16/23 - 12/31/23
Payment Due Date: 2/3/24
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$147.00/qtr	\$123.48
Document Service Fee	3	\$6.00/doc	\$18.00

BALANCE	\$141.48
----------------	-----------------

Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
21860 Burbank Blvd., Suite 125
Woodland Hills, CA 91367

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
4/4/25	386190

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 3/1/25 - 3/31/25
Payment Due Date: 5/4/25
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00

BALANCE	\$49.00
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Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
5/2/25	398114

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 4/1/25 - 4/30/25
Payment Due Date: 6/1/25
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00

BALANCE	\$49.00
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Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date **Invoice No.**
3/5/24 319848

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 12/1/23 - 2/29/24
Payment Due Date: 4/4/24
Case: Neatherlin, et al v. Zogsports Holdings LLC
Case Number: 20STCV21901

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$120.00/qtr	\$120.00
Document Service Fee			
<i>Billing Reference: Neatherlin v. Zogsports</i>	2	\$6.00/doc	\$12.00
<i>Billing Reference: None</i>	9	\$6.00/doc	\$54.00

BALANCE **\$186.00**

Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
21860 Burbank Blvd., Suite 125
Woodland Hills, CA 91367

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
6/2/25	410170

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 5/1/25 - 5/31/25
Payment Due Date: 7/2/25
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00

BALANCE	\$49.00
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Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date **Invoice No.**
7/1/25 422509

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 6/1/25 - 6/30/25
Payment Due Date: 7/31/25
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00
Document Service Fee	2	\$6.00/doc	\$12.00

BALANCE **\$61.00**

Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
7/2/24	334038

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 4/1/24 - 6/30/24
Payment Due Date: 8/1/24
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$147.00/qtr	\$147.00

BALANCE	\$147.00
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Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
21860 Burbank Blvd., Suite 125
Woodland Hills, CA 91367

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
10/3/24	345485

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 7/1/24 - 9/30/24
Payment Due Date: 11/2/24
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$147.00/qtr	\$147.00
Document Service Fee	1	\$6.00/doc	\$6.00

BALANCE	\$153.00
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Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
21860 Burbank Blvd., Suite 125
Woodland Hills, CA 91367

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill

Case Anywhere LLC

21860 Burbank Boulevard, Suite 125
Woodland Hills, CA 91367 US
+18008843163
billing@caseanywhere.com
www.caseanywhere.com



INVOICE

BILL TO

Labor Law PC
100 Wilshire Boulevard, Santa
Monica, CA, USA Suite 700
Santa Monica, CA 90401
Attn: Filing LaborLawPC
Billing Code: SysGen

INVOICE # 10586564**DATE** 10/16/2024**DUE DATE** 10/16/2024**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/15/2024	Court eFiling	Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into the portal to view/print/download your conformed copies, 10/15/2024 Spring Street Courthouse (Civil eFiling) 312 North Spring Street, Los Angeles, CA, 90012 Status Report	1	11.00	11.00
10/15/2024	EFM Fees	EFM Fees	1	4.20	4.20
10/15/2024	Convenience Fee	Payment Processing Fee	1	0.46	0.46

BILLING CODE: SysGen

CASE #: 23STCV18770

CASE NAME: GILLIAN REY MORRIS vs COLLABERA, INC., et al.

PAYMENT

15.66

BALANCE DUE

\$0.00

Case Anywhere LLC

21860 Burbank Boulevard, Suite 125
Woodland Hills, CA 91367 US
+18008843163
billing@caseanywhere.com
www.caseanywhere.com



INVOICE

BILL TO

Labor Law PC
100 Wilshire Boulevard, Santa
Monica, CA, USA Suite 700
Santa Monica, CA 90401
Attn: Filing LaborLawPC
Billing Code: SysGen

INVOICE # 10665923**DATE** 10/30/2024**DUE DATE** 10/30/2024**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/30/2024	Court eFiling	Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into the portal to view/print/download your conformed copies, 10/30/2024 Spring Street Courthouse (Civil eFiling) 312 North Spring Street, Los Angeles, CA, 90012 Notice Name Extension	1	11.00	11.00
10/30/2024	EFM Fees	EFM Fees	1	5.75	5.75
10/30/2024	Convenience Fee	Payment Processing Fee	1	0.50	0.50

BILLING CODE: SysGen

CASE #: 23STCV18770

CASE NAME: GILLIAN REY MORRIS vs COLLABERA, INC., et al.

PAYMENT

17.25

BALANCE DUE**\$0.00**

Case Anywhere LLC

21860 Burbank Boulevard, Suite 125
Woodland Hills, CA 91367 US
+18008843163
billing@caseanywhere.com
www.caseanywhere.com



INVOICE

BILL TO

Labor Law PC
100 Wilshire Boulevard, Santa
Monica, CA, USA Suite 700
Santa Monica, CA 90401
Attn: Filing LaborLawPC
Billing Code: SysGen

INVOICE # 10993561**DATE** 12/23/2024**DUE DATE** 12/23/2024**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/23/2024	Court eFiling	Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into the portal to view/print/download your conformed copies, 12/23/2024 Spring Street Courthouse (Civil eFiling) 312 North Spring Street, Los Angeles, CA, 90012 Motion For Preliminary Approval Of Settlement, Order Name Extension, Order Name Extension, Supplemental Declaration Name Extension, Supplemental Declaration Name Extension, Supplemental Declaration Name Extension, Proof Of Service Not Summons And Complaint	1	11.00	11.00
12/23/2024	Fees Advanced	Court Fees Advanced to Complete Assignment	1	60.00	60.00
12/23/2024	EFM Fees	EFM Fees	1	5.75	5.75
12/23/2024	Convenience Fee	Payment Processing Fee	1	2.30	2.30

BILLING CODE: SysGen
CASE #: 23STCV18770

PAYMENT**79.05**

CASE NAME: GILLIAN REY MORRIS vs COLLABERA, INC., et al.

BALANCE DUE

\$0.00

MONTHLY BILLING:

Effective next month, we will begin issuing invoices for this case on a monthly basis.

Account Summary

1/9/25

Labor Law PC
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

Outstanding Invoices

Invoice #357330 - Payment is Due on 2/7/25	\$195.00
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Total Amount Outstanding	\$195.00
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Outstanding Invoices Attached

Visit <https://pay.caseanywhere.com> to pay by credit card



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
1/8/25	357330

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 10/1/24 - 12/31/24
Payment Due Date: 2/7/25
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$147.00/qtr	\$147.00
Document Service Fee	8	\$6.00/doc	\$48.00

BALANCE	\$195.00
----------------	-----------------

Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
21860 Burbank Blvd., Suite 125
Woodland Hills, CA 91367

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
2/5/25	365591

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 1/1/25 - 1/31/25

Payment Due Date: 3/7/25

Case: Morris, et al. v. Collabera, Inc., et al.

Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00

BALANCE	\$49.00
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Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
3/5/25	373390

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 2/1/25 - 2/28/25

Payment Due Date: 4/4/25

Case: Morris, et al. v. Collabera, Inc., et al.

Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00

BALANCE	\$49.00
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Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
5/2/25	398114

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 4/1/25 - 4/30/25
Payment Due Date: 6/1/25
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00

BALANCE	\$49.00
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Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill

CHANGE OF ADDRESS FOR CHECK PAYMENTS:

All payments made by check should be sent to the following address:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Account Summary

4/4/25

Labor Law PC
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

Outstanding Invoices

Invoice #386190 - Payment is Due on 5/4/25	\$49.00
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Total Amount Outstanding	\$49.00
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Outstanding Invoices Attached

Visit <https://pay.caseanywhere.com> to pay by credit card



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
4/4/25	386190

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 3/1/25 - 3/31/25
Payment Due Date: 5/4/25
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00

BALANCE	\$49.00
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Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date **Invoice No.**
5/2/25 398114

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 4/1/25 - 4/30/25
Payment Due Date: 6/1/25
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00
BALANCE			\$49.00

Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
6/2/25	410170

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 5/1/25 - 5/31/25
Payment Due Date: 7/2/25
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00

BALANCE	\$49.00
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Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill

Case Anywhere LLC

21860 Burbank Boulevard, Suite 125
Woodland Hills, CA 91367 US
+18008843163
billing@caseanywhere.com
www.caseanywhere.com



INVOICE

BILL TO

Labor Law PC
100 Wilshire Boulevard, Santa
Monica, CA, USA Suite 700
Santa Monica, CA 90401
Attn: Filing LaborLawPC
Billing Code: SysGen

INVOICE # 12126274**DATE** 06/04/2025**DUE DATE** 06/04/2025**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/04/2025	Court eFiling	Court eFiling Partially Accepted - Documents partially accepted by the clerk of the court. Please login into to the portal to view/print/download your conformed copies and rejection notice, 06/04/2025 Spring Street Courthouse (Civil eFiling) 312 North Spring Street, Los Angeles, CA, 90012 Declaration Name Extension, Proof Of Service Not Summons And Complaint	1	13.00	13.00
06/04/2025	EFM Fees	EFM Fees	1	5.75	5.75
06/04/2025	Convenience Fee	Payment Processing Fee	1	0.56	0.56

BILLING CODE: SysGen

CASE #: 23STCV18770

CASE NAME: GILLIAN REY MORRIS vs COLLABERA, INC., et al.

PAYMENT

19.31

BALANCE DUE**\$0.00**

Case Anywhere LLC

21860 Burbank Boulevard, Suite 125
Woodland Hills, CA 91367 US
+18008843163
billing@caseanywhere.com
www.caseanywhere.com



INVOICE

BILL TO

Labor Law PC
100 Wilshire Boulevard, Santa
Monica, CA, USA Suite 700
Santa Monica, CA 90401
Attn: Filing LaborLawPC
Billing Code: SysGen

INVOICE # 12133224**DATE** 06/05/2025**DUE DATE** 06/05/2025**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/04/2025	Court eFiling	Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into the portal to view/print/download your conformed copies, 06/04/2025 Spring Street Courthouse (Civil eFiling) 312 North Spring Street, Los Angeles, CA, 90012 Notice Of Continuance	1	13.00	13.00
06/04/2025	EFM Fees	EFM Fees	1	5.75	5.75
06/04/2025	Convenience Fee	Payment Processing Fee	1	0.56	0.56

BILLING CODE: SysGen

CASE #: 23STCV18770

CASE NAME: GILLIAN REY MORRIS vs COLLABERA, INC., et al.

PAYMENT

19.31

BALANCE DUE

\$0.00

Case Anywhere LLC
21860 Burbank Boulevard, Suite 125
Woodland Hills, CA 91367 US
+18008843163
billing@caseanywhere.com
www.caseanywhere.com



INVOICE

BILL TO
Labor Law PC
100 Wilshire Boulevard, Santa
Monica, CA, USA Suite 700
Santa Monica, CA 90401
Attn: Filing LaborLawPC
Billing Code: SysGen

PAID

INVOICE # 12289640
DATE 06/26/2025
DUE DATE 06/26/2025
TERMS Due on receipt

DATE		DESCRIPTION

06/25/2025 **Court eFiling**
Court eFiling
Accepted -
Documents E-Filed
with the clerk of the
court Please login
into to the portal to
view/print/download
your conformed
copies, 06/25/2025
Spring Street
Courthouse (Civil
eFiling)
312 North Spring
Street, Los
Angeles, CA,
90012
Declaration Name
Extension
06/25/2025

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06/25/2025 **EFM Fees**
EFM Fees

DATE	DESCRIPTION

06/25/2025 **Court eFiling**
 Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 06/25/2025 Spring Street Courthouse (Civil eFiling) 312 North Spring Street, Los Angeles, CA, 90012 Declaration Name Extension

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BILLING CODE: SysGen
 CASE #: 23STCV18770
 CASE NAME: GILLIAN REY MORRIS vs COLLABERA, INC., et al.

PAYMENT 19.31
 BALANCE DUE \$0.00



Case Anywhere LLC

21860 Burbank Boulevard, Suite 125

Woodland Hills, CA 91367 US

+18008843163

billing@caseanywhere.com

www.caseanywhere.com



INVOICE

BILL TO

Labor Law PC

100 Wilshire Boulevard, Santa

Monica, CA, USA Suite 700

Santa Monica, CA 90401

Attn: Filing LaborLawPC

Billing Code: SysGen

INVOICE # 12470866**DATE** 07/22/2025**DUE DATE** 07/22/2025**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/22/2025	Court eFiling	Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into the portal to view/print/download your conformed copies, 07/22/2025 Spring Street Courthouse (Civil eFiling) 312 North Spring Street, Los Angeles, CA, 90012 Notice Name Extension	1	13.00	13.00
07/22/2025	EFM Fees	EFM Fees	1	5.75	5.75
07/22/2025	Convenience Fee	Payment Processing Fee	1	0.56	0.56

BILLING CODE: SysGen

CASE #: 23STCV18770

CASE NAME: GILLIAN REY MORRIS vs COLLABERA, INC., et al.

PAYMENT

19.31

BALANCE DUE

\$0.00

Case Anywhere LLC

21860 Burbank Boulevard, Suite 125
Woodland Hills, CA 91367 US
+18008843163
billing@caseanywhere.com
www.caseanywhere.com



INVOICE

BILL TO

Labor Law PC
100 Wilshire Boulevard, Santa
Monica, CA, USA Suite 700
Santa Monica, CA 90401
Attn: Filing LaborLawPC
Billing Code: SysGen

INVOICE # 12561118**DATE** 08/04/2025**DUE DATE** 08/04/2025**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/01/2025	Court eFiling	Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into the portal to view/print/download your conformed copies, 08/01/2025 Spring Street Courthouse (Civil eFiling) 312 North Spring Street, Los Angeles, CA, 90012 Notice Name Extension	1	13.00	13.00
08/01/2025	EFM Fees	EFM Fees	1	5.75	5.75
08/01/2025	Convenience Fee	Payment Processing Fee	1	0.56	0.56

BILLING CODE: SysGen

CASE #: 23STCV18770

CASE NAME: GILLIAN REY MORRIS vs COLLABERA, INC., et al.

PAYMENT

19.31

BALANCE DUE

\$0.00



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date **Invoice No.**
8/4/25 435103

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 7/1/25 - 7/31/25
Payment Due Date: 9/3/25
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00
Document Service Fee	1	\$6.00/doc	\$6.00
BALANCE			\$55.00

Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 47-3380949

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
10/1/25	460330

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 9/1/25 - 9/30/25
Payment Due Date: 10/31/25
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00

BALANCE	\$49.00
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Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 47-3380949

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
11/3/25	473268

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 10/1/25 - 10/31/25
Payment Due Date: 12/3/25
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00

BALANCE	\$49.00
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Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 47-3380949

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
12/1/25	486127

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 11/1/25 - 11/30/25
Payment Due Date: 12/31/25
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00
BALANCE DUE			\$49.00

Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 47-3380949

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
1/2/26	499126

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 12/1/25 - 12/31/25
Payment Due Date: 2/1/26
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00

BALANCE DUE	\$49.00
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Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 47-3380949

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Invoice

Date	Invoice No.
2/2/26	512353

Labor Law PC
c/o Danny Yadidsion, Esq.
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

Billing Period: 1/1/26 - 1/31/26
Payment Due Date: 3/4/26
Case: Morris, et al. v. Collabera, Inc., et al.
Case Number: 23STCV18770

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$49.00/mth	\$49.00

BALANCE DUE	\$49.00
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Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
P.O. Box 25294
New York, NY 10087-5294

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 47-3380949

All prices of taxable items include sales tax reimbursement computed to the nearest mill

EXHIBIT F

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Danny

Billing Last Name *

Yadidsion

Billing Email *

danny@laborlawpc.com

Billing Phone

Billing Street Name, Number and Suite/Apt *

101 California Avenue #106

Billing City *

Santa Monica

Billing State *

California

Billing Zip/Postal Code *

90403

Credit Card Type *

Visa

Credit Card Number *

████████████████████

CVV Number *

████████

Credit Card Expiration Month *

████████

mm

Credit Card Expiration Year *

████████

YYYY

EXHIBIT G

1 Danny Harlow, Esq., SBN: 256124
2 Noël Harlow, Esq., SBN: 256124
3 LABOR LAW PC
4 100 Wilshire Blvd., Suite 700
5 Santa Monica, California 90401
6 Telephone: (310) 494-6082
7 Danny@laborlawpc.com
8 Noel.Harlow@laborlawpc.com
9 Calendar@laborlawpc.com

Electronically FILED by
Superior Court of California
County of Los Angeles
8/04/2025 11:38 AM
David W. Slayton,
Executive Officer/Clerk of C
By J. Nunez, Deputy Clerk

7 Attorneys for Plaintiff
8 GILLIAN REY MORRIS, individually
9 and on behalf of the putative class

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12

13 GILLIAN REY MORRIS, individually and on
14 behalf of the putative class,

15 Plaintiff,

16 v.

17
18 COLLABERA, INC., a corporation;
19 COLLABERA, LLC, a Limited Liability
20 Company; and DOES 1- 50, Inclusive,

21 Defendants.
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Case No. 23STCV18770

*Assigned for all purposes to the Honorable
Judge S. Cunningham III, Dept. SS11]*

PROOF OF SERVICE

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**PROOF OF SERVICE
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
[C.C.P., §1013(a)]**

Gillian Rey Morris v. Collabera, Inc., et al.
Los Angeles County Superior Court Case Number: 23STCV18770

I am over the age of 18 and not a party to the within action; my business address is 100 Wilshire Blvd, Suite 700, Santa Monica, CA 90401. My email address is Keyt.Feraren@laborlawpc.com.

On August 4, 2025, I served the following document:

**SUPPLEMENTAL ADDENDUM TO JOINT STIPULATION
OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

On the following:

**California Labor and Workforce Development Agency
Via the LWDA Portal
<https://dir.govfa.net/311>**

(XX) (BY LWDA PORTAL) I uploaded the document via the LWDA Portal at <https://dir.govfa.net/>.

Executed on August 4, 2025

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

Keyt Feraren

Print Name

/s/ Keyt Feraren

Signature

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-971863-23
Plaintiff for PAGA Case: Gillian Morris
Filer/Attorney for PAGA Case: Danny Yadidsion
Law Firm for PAGA Plaintiff: Labor Law PC
Employer: Collabera, Inc.
Date Case Received:
Employer Filer Firm:
Court Type:
Court Name:
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with Amended Notice on 05/08/2025 05:16:34 PM by Danny Yadidsion	Morris v. Collabera et al. Settlement Agreement.pdf	05/08/2025 05:16 PM	Amended Notice
Additional Document Submitted with Amended Notice on 05/08/2025 05:16:34 PM by Danny Yadidsion	Proof of Service to LWDA re Notice of Motion and Settlement Agreement.pdf	05/08/2025 05:17 PM	Amended Notice
Additional PAGA Document Submitted on 08/04/2025 10:53:37 AM by Keyt	[8.4.25] POS - LWDA.pdf	08/04/2025 10:53 AM	Other PAGA Document
Additional PAGA Document Submitted on 08/04/2025 10:53:37 AM by Keyt	Supplemental Addendum.pdf	08/04/2025 10:53 AM	Other PAGA Document
Amended Notice Submitted on 05/08/2025 05:16:34 PM by Danny Yadidsion	Notice of Motion and Motion for an Order Preliminarily Approving Settlement.pdf	05/08/2025 05:16 PM	Amended Notice
PAGA Notice Submitted on 07/31/2023 12:29:25 PM by Danny Yadidsion	Morris - PAGA Letter.pdf	07/31/2023 12:29 PM	PAGA Notice