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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

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT OF CLASS AND PAGA
ACTION SETTLEMENT**

Hearing

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

1 The unopposed motion of Plaintiff Gillian Rey Morris (“Plaintiff”) for an order finally approving
2 the class and PAGA action settlement of this Action between Plaintiff and Defendants Ascendion, Inc.
3 (formerly known as Collabera, Inc.) and Collabera, LLC (collectively, “Defendants”) came on for hearing
4 on March 24, 2026 before the Honorable David S. Cunningham III. Defendants have stated their non-
5 opposition to the motion.

6 The Court issued a tentative ruling for March 24, 2026, which was not contested. The Court, having
7 considered the briefs, argument of counsel and all matters presented to the Court and good cause
8 appearing, hereby confirms the tentative as the final ruling of the Court which is now incorporated herein,
9 and therefore the Court orders that the foregoing motion is GRANTED and Judgment is entered, as set
10 forth below.

11 **NOW THEREFORE, IT IS ORDERED, AND DECREED:**

12 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
13 incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure
14 section 382 and rule 3.769 of the California Rules of Court have been satisfied.

15 2. The Court hereby adopts and incorporates by reference the terms and conditions defined in
16 the Parties’ Joint Stipulation of Class Action and PAGA Settlement and Release executed on December 3,
17 2024, together with the Supplemental Addendum to Joint Stipulation of Class Action and PAGA
18 Settlement and Release (“Supplemental Addendum”) thereto effective on July 31, 2025 and filed on
19 August 1, 2025 (collectively, the “Settlement Agreement”), filed as **Exhibit B** to the Declaration of Danny
20 Yadidsion. All capitalized terms not otherwise defined in this Final Approval Order and Judgment shall have
21 the meanings set forth in the Settlement Agreement, as amended.

22 3. This Court finds that it has jurisdiction over the subject matter of this litigation pending
23 before the California Superior Court for the County of Los Angeles, and over all Parties to this litigation,
24 including the Class and PAGA Group Members.

25 4. Plaintiff submitted the required notice of the Settlement to the California Labor and
26 Workforce Development Agency (“LWDA”) pursuant to Labor Code section 2699(1)(2), including an
27 amended notice with a copy of Plaintiff’s Notice of Motion and Motion for an Order Preliminarily
28 Approving Settlement, the Settlement Agreement, and proof of service, on May 8, 2025 (LWDA Case No.

1 LWDA-CM-971863-23), and submitted additional PAGA documents—including the Supplemental
2 Addendum and related proof of service—on August 4, 2025.

3 5. Pursuant to Labor Code § 2699(1)(2) and the Settlement Agreement, the Court finds the
4 Settlement’s resolution of the alleged PAGA claims furthers PAGA’s objectives. “PAGA Penalties” means
5 a total payment of One Hundred Thousand Dollars (\$100,000.00) to settle all claims under the Private
6 Attorneys General Act. From this amount, seventy-five percent (75%) will be paid to the LWDA (the
7 “LWDA Payment”) and twenty-five percent (25%) will be distributed to PAGA Group Members as
8 provided in the Settlement Agreement. The PAGA Penalties shall be payable from the Gross Settlement
9 Amount. “PAGA Period” means the period from July 31, 2022 through the end of the Class Period. “Class
10 Period” means the period from August 8, 2019 through October 31, 2024.

11 6. All PAGA Group Members will be sent their share of the PAGA Penalties and will be subject
12 to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the class
13 settlement. Because the PAGA statute does not allow PAGA Group Members to exclude themselves from
14 the PAGA Settlement, the PAGA Group Members are bound by the Settlement, including the release of all
15 Released PAGA Claims, regardless of whether they cash or otherwise negotiate their settlement check.

16 7. In compliance with the Preliminary Approval Order and the Settlement Agreement, ILYM
17 Group, Inc. (“ILYM Group”), the Court-appointed Settlement Administrator, processed the Class Data and
18 List of 154 individuals through the United States Postal Service’s National Change of Address (“NCOA”)
19 database to update and confirm mailing addresses prior to mailing, and then mailed the Court-approved
20 Class Notice via U.S. First Class Mail on or about September 4, 2025 to all 154 Class Members using the
21 most current known mailing addresses identified through that process. As of the date of the Settlement
22 Administrator’s declaration, 17 Class Notices were returned as undeliverable; ILYM Group performed skip-
23 tracing on those returns (where no forwarding address was provided), obtained 10 updated addresses, and
24 re-mailed 10 Class Notices; 7 Class Notices were ultimately deemed undeliverable after skip-tracing. The
25 Court finds this notice program constituted the best notice practicable under the circumstances and was
26 reasonably calculated to apprise Class Members of the Settlement and their rights.

27 8. The Court-approved Class Notice informed Class Members of the material elements of the
28 proposed Settlement and their options and deadlines, including, inter alia, their options: (i) to remain in the

1 Class and receive an Individual Settlement Payment by doing nothing; (ii) to request exclusion from the
2 Settlement by submitting a written Request for Exclusion to the Settlement Administrator; (iii) to object to
3 the Settlement by submitting a written Notice of Objection and/or appearing at the Final Approval Hearing;
4 and (iv) to submit a dispute regarding workweeks, with the stated deadline for exclusion, objection, and
5 workweek disputes being November 3, 2025. The Class Notice also provided mechanisms to obtain
6 additional information by directing questions to the Settlement Administrator and/or Class Counsel and
7 providing contact information for both, including access to the Settlement Administrator's website.

8 9. A full opportunity has been afforded for the Class Members to participate in the Final
9 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. Class
10 Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and
11 Class. There was an adequate interval between notice and the deadline to permit Class Members to choose
12 what to do and act on their decision. Accordingly, the Court determines that all Class Members who did not
13 timely and properly submit a request for exclusion in accordance with the Settlement Agreement are bound
14 by the Settlement and this Final Approval Order and Judgment. As of the date of the Settlement
15 Administrator's declaration, no requests for exclusion, no objections, and no workweek disputes had been
16 received.

17 10. The Court has considered all relevant factors for determining the fairness of the Settlement
18 and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court
19 finds that the Gross Settlement Amount of \$1,250,000.00 (exclusive of Employer Taxes, which Defendants
20 shall pay separately and in addition to the Gross Settlement Amount) and the other terms set forth in the
21 Settlement Agreement are fair, reasonable, and adequate. The Court further notes that the Settlement
22 Administrator reports 154 Settlement Class Members and estimates an average Individual Settlement Share
23 of approximately \$4,536.83, with estimated gross payments ranging from approximately \$89.17 to
24 \$24,433.47. The Court further notes the PAGA Group consists of 72 PAGA Group Members, with estimated
25 Individual PAGA Payments averaging approximately \$347.22, and ranging from approximately \$16.50 to
26 \$990.10.

27 11. The Settlement Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
28 48 Cal.App.4th 1794, 1801 (1996). The Court finds that the Settlement was the result of arm's-length

1 bargaining between the Parties during a mediation before Deborah Saxe, Esq. There has been no collusion
2 between the Parties in reaching the proposed settlement. Plaintiff's investigation and discovery have been
3 sufficient to allow the Court and counsel to act intelligently and to become familiar with the strengths and
4 weaknesses of the claims. Counsel for both Parties are experienced in similar employment class action
5 litigation. All counsel recommended approval of the Settlement Agreement. The percentage of objectors and
6 requests for exclusion is zero. No objections were received, and no requests for exclusion were submitted.

7 12. The consideration to be given to the Settlement Class Members, the PAGA Group Members,
8 and the LWDA under the terms of the Settlement Agreement, is fair, reasonable and adequate consideration
9 for the release of claims, given the uncertainties and significant risks of the litigation related to certification,
10 liability, and damages issues; the strengths and weaknesses of the claims; and the delays which would ensue
11 from continued prosecution of the Action. In so finding, the Court has considered all evidence presented,
12 and the Parties have provided the Court with sufficient information about the nature and magnitude of the
13 claims being settled, as well as the impediments to recovery, to permit the Court to make an independent
14 assessment of the reasonableness of the terms to which the Parties have agreed.

15 13. For settlement purposes only, the Court hereby certifies the Settlement Class as defined in
16 the Settlement Agreement. The Court hereby grants final approval of the class settlement with respect to the
17 Settlement Class for the Class Period, each as defined in the Settlement Agreement.

18 14. Plaintiff is a suitable Class Representative and is hereby appointed the Class Representative
19 for the Class. The Court finds that Plaintiff's investment and commitment to the litigation and its outcome
20 ensured adequate and zealous advocacy for the Class, and that her interests are aligned with those of the
21 Class.

22 15. As amended by the Supplemental Addendum, the Agreement provides for an Incentive
23 Award of not more than \$10,000 to the Plaintiff, subject to the Court's approval. The Court hereby awards
24 the Incentive Award in the amount of \$10,000 to Plaintiff, and finds that such Incentive Award is reasonable
25 in light of the risks and burdens undertaken by the Plaintiff in the litigation, for her time and effort in bringing
26 and prosecuting this matter on behalf of the Class and the PAGA Group Members, and for her execution of
27 general releases.

28 16. The Court finds that Danny Yadision and Noël Harlow of Labor Law PC ("Class Counsel")

1 have the requisite qualifications, experience, and skill to protect and advance the interests of the Class. The
2 Court therefore finds that Class Counsel satisfy the professional and ethical obligations attendant to the
3 position of class counsel and hereby incorporates and affirms its Preliminary Approval Order appointing
4 Class Counsel as counsel for the Class.

5 17. The Court hereby awards Class Counsel Attorneys' Fees and Costs in the amount of
6 \$416,666.67 and Litigation Expenses (Costs) in the amount of \$18,410.94, as set forth in the Settlement
7 Agreement, as amended by the Supplemental Addendum. These amounts are reasonable, in light of the
8 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by
9 Class Counsel. Class Counsel shall not seek or obtain any other compensation or reimbursement from
10 Defendants, Plaintiff, or members of the Class.

11 18. The payment of \$6,250.00 to ILYM Group as the Settlement Administration Costs is
12 approved because this amount is reasonable in light of the work performed by the Settlement Administrator.
13 Within fifteen (15) calendar days after the entry of the Final Approval Order and Judgment, the Settlement
14 Administrator will provide the Parties with an accounting of the amounts to be paid by Defendants pursuant
15 to the terms of the Settlement and establish a Qualified Settlement Fund ("QSF") pursuant to IRS rules and
16 regulations in which the Gross Settlement Amount will be placed and from which payments required by the
17 Settlement Agreement will be made.

18 19. Within fifteen (15) calendar days after the Effective Date, Defendants will make a deposit of
19 the full Gross Settlement Amount (i.e., \$1,250,000.00) into the QSF to be established by the Settlement
20 Administrator. Defendants shall pay the Employer Taxes separately and in addition to the Gross Settlement
21 Amount.

22 20. Within seven (7) calendar days after the full funding of the Gross Settlement Amount, the
23 Settlement Administrator will issue payments due under the Settlement and approved by the Court, as
24 follows: (a) Individual Settlement Payments to Settlement Class Members; (b) LWDA Payment to the
25 LWDA; (c) Individual PAGA Payments to PAGA Group Members; (d) Incentive Award to Plaintiff; (e)
26 Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to itself (the Settlement
27 Administrator). The Settlement Administrator will also undertake filings and remittances in connection with
28 the employee's share of taxes on the wages portion of Individual Settlement Shares and the Employer Taxes

(which Defendants shall pay separately from and in addition to the Gross Settlement Amount), that are necessary for administration of the Settlement.

21. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled.

22. The Settlement Agreement and this Settlement are not an admission by Defendants, nor is this Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants.

23. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiff, and all members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

24. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members (i.e., Class Members who do not submit a valid and timely Request for Exclusion from the Settlement), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties (as defined in the Settlement Agreement) from all Released Class Claims (as defined in the Settlement Agreement). The release of claims by Settlement Class Members shall be given full res judicata and collateral estoppel effect upon entry of judgment.

25. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all PAGA Group Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged, on behalf of themselves and their respective former and present

representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties (as defined in the Settlement Agreement) from all Released PAGA Claims (as defined in the Settlement Agreement). The release of claims by PAGA Group Members shall be given full res judicata and collateral estoppel effect upon entry of judgment.

26. The Settlement Administrator shall administer the Settlement in accordance with the Settlement Agreement and shall provide the reports and written certification of completion required by the Settlement Agreement, including the certification described below. This Final Approval Order and Judgment shall constitute a judgment under California Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769(h).

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

28. After the 180-day check-cashing deadline, the Parties shall file a stipulation to amend the Final Approval Order and Judgment that sets forth the total amount to be paid to Settlement Class Members and the amount of unpaid residue, plus any interest on such funds. All funds associated with such cancelled checks will be transferred to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or aggrieved employee, subject to the requirements of California Code of Civil Procedure section 384, subdivision (b), after the Court enters an order approving the Parties' stipulation to amend the Final Approval Order and Judgment. Within sixty (60) calendar days after the distribution to the State of California's Unclaimed Property Division, the Settlement Administrator will provide written certification of completion of settlement administration to Class Counsel and to Defendants' Counsel. The Settlement Administrator may, as necessary, undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound by the Settlement Agreement. Similarly, PAGA Group Members whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the Settlement Agreement.

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

30. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties which shall be filed with the Court five (5) court days before the non-appearance compliance hearing set for _____ at _____ a.m./p.m. [or _____, 2026 at _____ a.m./p.m.], in Dept. 11.

31. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Preliminary Approval of Class Action and PAGA Settlement and this Order.

DATED: _____

HON. DAVID S. CUNNINGHAM III
JUDGE OF THE SUPERIOR COURT