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Attorneys for Plaintiff

LEAH RABINOWITZ

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

LEAH RABINOWITZ, an individual

Plaintiff,

v.

LEMONLIGHT MEDIA, INC., a California
corporation; and DOES 1-50, Inclusive.

Defendants.

CASE NO.: 23STCV18822

**ADDENDUM TO JOINT STIPULATION
REQUESTING PAGA APPROVAL**

1 This Addendum to the JOINT STIPULATION REQUESTING PAGA APPROVAL
2 (“Addendum”) is entered into by and between Plaintiff Leah Rabinowitz, on behalf of herself and
3 the State of California, and Defendant Lemonlight Media, Inc. (collectively, the “Parties”).

4 This Addendum is intended solely to clarify certain terms of the Joint Stipulation
5 Requesting PAGA Approval previously executed by the Parties (“Settlement Agreement”) and
6 submitted to the Court for approval. Except as expressly set forth below, no substantive, monetary,
7 or material terms of the Settlement Agreement are modified.

8 **1. Clarification of PAGA Period**

9 The Parties agree and clarify that, for purposes of the Settlement Agreement, including but
10 not limited to identifying aggrieved employees, allocating PAGA penalties, and defining the scope
11 of the release, the PAGA Period is defined as: **August 8, 2022 through December 1, 2024**. This
12 is the same period that is identified in Exhibit 1 to the Joint Stipulation Requesting PAGA
13 Approval (“Employee Notice”).
14

15 **2. Clarification of Pro-Rata Distribution Methodology**

16 The Settlement Agreement provides that the twenty-five percent (25%) portion of PAGA
17 penalties allocated to aggrieved employees shall be distributed on a pro-rata basis. The Parties
18 clarify that this pro-rata distribution shall be calculated as follows:

19 Each aggrieved employee shall receive a share of the PAGA Employee Allocation
20 proportionate to the number of pay periods worked by that employee during the
21 PAGA Period, divided by the total number of pay periods worked by all aggrieved
22 employees during the PAGA Period.

23 **3. Clarification of Settlement Administrator Duties**

24 The Parties further clarify that the Settlement Administrator, Apex Class Action
25 Administration, shall perform the following administrative functions pursuant to the Settlement
26 Agreement:

27 The Settlement Administrator shall receive and validate the aggrieved-employee
28 roster; perform address updates, including through the National Change of Address
database; mail and re-mail settlement notices and checks; perform skip-tracing for
returned mail; respond to inquiries from aggrieved employees; reissue checks as
appropriate; issue IRS Forms 1099-MISC; void uncashed checks after 120 days and

1 remit such funds to the California State Controller's Unclaimed Property Division;
2 and provide final accounting and reconciliation reports to counsel.

3 These services are included within the previously disclosed administration cost of
4 \$3,500.00, which remains unchanged.

5 **4. No other Modifications**

6 Except as expressly clarified herein, all terms and conditions of the Settlement Agreement
7 remain unchanged and in full force and effect. This Addendum does not alter the gross settlement
8 amount, penalty allocation, attorney's fees, costs, release provisions, or any other substantive term
9 of the Settlement Agreement.
10

11 **5. Incorporation and Effect**

12 This Addendum shall be deemed incorporated into and made part of the Settlement
13 Agreement. In the event of any inconsistency between this Addendum and the Settlement
14 Agreement, the terms of this Addendum shall control solely with respect to the clarifications set
15 forth herein.

16 **IN WITNESS WHEREOF**, the Parties have executed this Addendum as of the dates set
17 forth below.

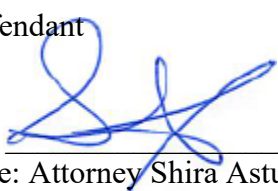
18
19 DATE: 01 / 26 / 2026



LEAH RABINOWITZ
Plaintiff

22 DATE: January 23, 2026

23 **LEMONLIGHT MEDIA**
24 Defendant

25 By: 
26 Title: Attorney Shira Astuti for Defendant
27
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