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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

Assigned for All Purposes To:

Hon. Colin P. Leis

Dept.: 74

**PLAINTIFF'S SUPPLEMENTAL BRIEF
IN SUPPORT OF MOTION TO
APPROVE PAGA SETTLEMENT**

*[Filed concurrently with Supplemental
Declaration of Danny Yadidsion, Esq.,
Declaration of Mike Sutherland, and
[Proposed] Order]*

Date: February 19, 2026

Time: 8:30 AM

Dept. 74

1 **I. INTRODUCTION**

2 At the prior hearing date, the Court continued Plaintiff’s Motion to Approve the PAGA
3 Settlement to allow the Parties to provide clarification on three discrete issues: (1) identification
4 of the PAGA Period in the Settlement Agreement; (2) explanation of the pro-rata allocation
5 formula for aggrieved employees; and (3) additional description of the claims administrator’s
6 duties.

7 Plaintiff respectfully submits this Supplemental Brief, along with a Supplemental
8 Declaration of Danny Yadidsion and an Addendum to the Settlement Agreement, to address each
9 of the Court’s questions. No substantive or monetary terms of the settlement have been altered.
10 The clarifications provided herein are intended solely to ensure the Court has a complete record
11 upon which to evaluate and approve the settlement pursuant to Labor Code section 2699.

12 **II. CLARIFICATION OF THE PAGA PERIOD**

13 The Court requested confirmation of the specific dates comprising the “PAGA Period.”
14 The Parties executed an Addendum to the Settlement Agreement that defines the PAGA Period
15 as: August 8, 2022 through December 1, 2024. This is the same period that is identified in Exhibit
16 1 to the Joint Stipulation Requesting PAGA Approval (“Employee Notice”).

17 This period corresponds to (a) the timeframe used to calculate the approximate 950 pay
18 periods at issue; (b) the period for which Plaintiff alleged Labor Code violations in the operative
19 PAGA notice and First Amended Complaint; and (c) the timeframe reflected in the aggrieved-
20 employee roster reviewed during settlement negotiations.

21 The Addendum is attached as **Exhibit A** to the Supplemental Declaration of Danny
22 Yadidsion.
23

24 **III. CLARIFICATION OF THE PRO-RATA DISTRIBUTION FORMULA**

25 The Court also requested additional detail regarding how the 25% portion allocated to
26 aggrieved employees will be distributed on a “pro-rata” basis.

27 The Addendum clarifies that the allocation will be calculated as follows:
28 Each aggrieved employee will receive a share of the PAGA Employee Allocation

1 proportionate to the number of pay periods the employee worked during the PAGA
2 Period, divided by the total number of pay periods worked by all aggrieved
3 employees during the PAGA Period. (*Addendum to PAGA Settlement Agreement,*
4 *Exh. A to Supplemental Decl. of Yadidsion, § 2*)

5 This method reflects the same pay-period exposure model used to estimate maximum
6 theoretical penalties and ensures equitable distribution consistent with the remedial purposes of
7 PAGA.

8 No other aspect of the monetary distribution has been modified.

9 **IV. ADDITIONAL INFORMATION REGARDING CLAIMS ADMINISTRATION**

10 The Court requested a more detailed explanation of the claims administrator's anticipated
11 duties.

12 The Addendum and Supplemental Declaration together clarify the following:

13 The Settlement Administrator shall receive and validate the aggrieved-employee
14 roster; perform address updates, including through the National Change of Address
15 database; mail and re-mail settlement notices and checks; perform skip-tracing for
16 returned mail; respond to inquiries from aggrieved employees; reissue checks as
17 appropriate; issue IRS Forms 1099-MISC; void uncashed checks after 120 days and
18 remit such funds to the California State Controller's Unclaimed Property Division;
19 and provide final accounting and reconciliation reports to counsel. (*Addendum to*
20 *PAGA Settlement Agreement, Exh. A to Supplemental Decl. of Yadidsion, § 3*)

21 These duties are further confirmed by the Declaration of Mike Sutherland, President of
22 Apex Class Action Administration, submitted concurrently herewith, which describes Apex's
23 administration process and confirms that these services fall within the agreed-upon administration
24 cost of \$3,500.00.

25 The Addendum does not alter the administrative cost or any substantive settlement term.

26 **V. NO MODIFICATION TO SUBSTANTIVE TERMS**

27 The clarifications provided do not modify any financial obligation, release language,
28 attorney's fees provision, or other material term of the original Settlement Agreement.

The Addendum serves only to memorialize the Parties' intent regarding:

- the PAGA Period,
- the distribution methodology, and
- the administrative workflow.

The settlement otherwise remains unchanged and continues to reflect a reasonable compromise of disputed PAGA claims, negotiated at arm's length after substantial investigation and with the assistance of an experienced mediator.

Plaintiff also submitted the executed Addendum to the LWDA through its online portal, ensuring the LWDA received notice of the clarifications reflected in the supplemental filings.

VI. CONCLUSION

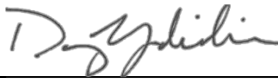
Plaintiff respectfully submits that, with the clarifications contained in the Addendum and Supplemental Declaration, the record now fully addresses the Court's questions and supports approval under Labor Code section 2699.

Plaintiff therefore requests that the Court grant the Motion to Approve the PAGA Settlement and enter judgment pursuant to the revised Proposed Order submitted herewith.

Respectfully Submitted,

DATED: January 26, 2026

LABOR LAW PC

By: 

Danny Yadidsion, Esq.
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LEAH RABINOWITZ