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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,

Plaintiffs,

vs.

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

**SUPPLEMENTAL DECLARATION OF
DANNY YADIDSION, ESQ. IN SUPPORT
OF MOTION TO APPROVE PAGA
SETTLEMENT**

*[Filed concurrently with Plaintiff's
Supplemental Brief in Support of Motion to
Approve PAGA Settlement, Declaration of Mike
Sutherland, and (Revised Proposed) Order]*

Date: February 19, 2026

Time: 8:30 AM

Dept: 74

1 I, Danny Yadidsion, declare as follows:

2 1. I am counsel of record for Plaintiff Leah Rabinowitz in this matter. I previously submitted
3 a declaration dated May 15, 2025 in support of Plaintiff's Motion to Approve the PAGA Settlement
4 Agreement. I provide this supplemental declaration to address three clarifications requested by the Court
5 during the prior hearing date.

6 2. The Court requested clarification regarding the specific dates comprising the PAGA Period
7 for purposes of the settlement. The Parties executed an Addendum to the PAGA Settlement Agreement,
8 attached hereto as Exhibit A, which defines the PAGA Period as: **August 8, 2022 through December 1,**
9 **2024.**

10 3. These dates correspond to the period of alleged Labor Code violations asserted in
11 Plaintiff's LWDA notice and First Amended Complaint and were used to calculate the estimated pay-
12 period count referenced in my original declaration.

13 4. The Court requested additional detail regarding how the 25% portion of PAGA penalties
14 allocated to aggrieved employees would be distributed on a "pro-rata basis."

15 5. As clarified in the Addendum, the pro-rata formula is as follows:

16 Each aggrieved employee will receive a share of the PAGA Employee Allocation
17 proportional to the number of pay periods they worked during the PAGA Period, divided
18 by the total number of pay periods worked by all aggrieved employees during that same
period.

19 6. This distribution method aligns with the same pay-period exposure model used to calculate
20 Defendant's estimated maximum potential PAGA liability.

21 7. The Court also requested more detail regarding the claims administrator's duties. As
22 reflected in **Exhibit A**, the administrator (Apex Class Action Administration) will:

- 23 • Receive and validate the aggrieved-employee roster;
- 24 • Conduct NCOA address updates;
- 25 • Mail notices and settlement checks;
- 26 • Perform skip-tracing and re-mailing for returned mail;
- 27 • Maintain a toll-free line or email for employee inquiries;
- 28

- Reissue checks as appropriate;
- Issue all required IRS Forms 1099-MISC;
- After 120 days, void uncashed checks and remit funds to the California State Controller's Unclaimed Property Division; and
- Provide final reconciliation and reporting to counsel.

8. In addition, the Settlement Administrator, Apex Class Action Administration, has submitted a separate declaration from its President, Mike Sutherland, describing Apex's administration procedures and confirming that the duties set forth in the Addendum are standard and included within the agreed administration cost of \$3,500.00.

9. These tasks fall within the previously stated administration cost of \$3,500.00, and no modification to the administrative expense has been made.

10. The Addendum does not alter any monetary terms, release language, attorney's fees, penalty allocation, or other substantive provisions in the fully executed Settlement Agreement. The Addendum provides only clarifying language requested by the Court and is not a renegotiation of the Parties' agreement.

11. Attached as Exhibit A is a true and correct copy of the fully executed Addendum to the PAGA Settlement Agreement.

12. In addition, following execution of the Addendum to the PAGA Settlement Agreement, Plaintiff submitted a true and correct copy of the Addendum to the California Labor and Workforce Development Agency ("LWDA") through the LWDA's online PAGA settlement portal on January 26, 2026, consistent with Labor Code section 2699.

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

Executed on January 26, 2026 at Santa Monica, California.

By: 

Danny Yadidsion, Esq.
Attorney for Plaintiff
LEAH RABINOWITZ

Danny Yadidsion, Esq., SBN 260282

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Attorneys for Plaintiff

LEAH RABINOWITZ

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**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.

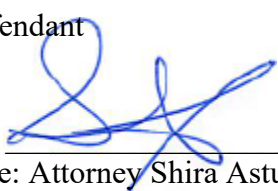
18
19 DATE: 01 / 26 / 2026



LEAH RABINOWITZ
Plaintiff

20
21
22 DATE: January 23, 2026

LEMONLIGHT MEDIA
Defendant

23
24
25 By: 
26 Title: Attorney Shira Astuti for Defendant
27
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