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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER

COREY LOGUE, Plaintiff, vs. JHA REMEDIATION, LLC, et al., Defendants.	Case No.: 30-2024-01401183-CU-OE-CXC *Assigned for all purposes to:* The Hon. Layne H. Melzer Dept. CX102 **MEMORANDUM REGARDING SUBMISSION OF AMENDED PAGA SETTLEMENT FOR APPROVAL** Hearing: August 27, 2026 Time: 2:00 P.M. Filed on: May 21, 2024 Trial date: Not set

TO THE HONORABLE COURT, AND ALL PARTIES BY THEIR COUNSEL OF RECORD:

On January 28, 2026, the parties to the above-entitled action jointly filed a motion for approval of PAGA settlement, set for hearing on June 11, 2026. The Court, the Hon. Layne H. Melzer, issued a tentative ruling, accepted by the parties, for certain amendments to be made to the PAGA settlement agreement, notice of settlement, and proposed judgment and order. This memorandum identifies the specific amendments made in response to the Court's Order.

1. "The moving papers fail to provide the Aggrieved Employees' estimated individual recovery under the proposed settlement, including the estimated average, low, and high payments to Aggrieved Employees." The total to be paid to Aggrieved Employees is $17,117.06. There are 44 Aggrieved Employees who worked 1,743 pay periods during the PAGA Period. On average, Aggrieved Employees will receive $389.02 each. There are two employees who worked only one pay period who would receive the lowest payments, of about $9.82 each. The highest number of pay periods worked by an Aggrieved Employee is 93, and that person is expected to receive the highest payment, of about $913.30.

2. "The Settlement provides that Defendants will fund the GSA in 4 installments. (Settlement, ¶ III.6.b.) However, this provision does not clearly state how much each installment payment will be (including the first one specified to be due within 15 calendar days of the Effective Date)." This paragraph has been amended to specify the amount and timing of each payment.

3. "The Settlement Agreement includes an escalator clause. But this is a motion to have the settlement fully approved, and so a specific GSA must be approved upon the granting of this motion. At this point, the parties should know or be able to determine the number of Aggrieved Employees and qualifying pay periods based on the PAGA Period." Paragraphs I.14 and II.9 have been amended to state the exact numbers of employees and pay periods worked from March 6, 2023 through September 12, 2025. The escalator clause formerly at paragraph IV.1 has been removed.

4. "The effective date of the release is before Defendants' full funding of the GSA, as the release is effective upon the Effective Date (i.e., the date upon which the Court enters the Final Order), even though Defendants have until 120 days of the Effective Date to fully fund the GSA. (Settlement, ¶¶ I.5, II.6.b., II.8.) Plaintiff's counsel must either explain why releasing the claims before settlement funds are fully

paid is in the best interests of the Aggrieved Employees, or amend the settlement agreement to release claims only after Defendants have fully paid the settlement funds." The agreement provides, at paragraph III.8: "The Parties further understand and agree that the continued effectiveness of this PAGA Release is contingent upon Defendant's payment of the PAGA Gross Settlement Sum. If Defendants default on their payment obligations under this Agreement, the PAGA Release set forth in this paragraph shall become ineffective until such default is cured in full." Because the release will not remain effective unless Defendants fully fund the settlement, Plaintiff believes it is in the best interests of the Aggrieved Employees to proceed with the settlement as agreed and that Defendants will be optimally incentivized under this agreement to ensure that they do not default on the payments.

5. "The Settlement references a separate Confidential Settlement Agreement And Release ("Individual Settlement Agreement") that Plaintiff entered into with Defendants. Plaintiff has not provided the Court with a copy of this separate Individual Settlement Agreement, but the Court needs to review this agreement as part of evaluating whether the instant PAGA settlement is fair, adequate, and reasonable. Given that this Individual Settlement Agreement is purportedly confidential, Plaintiff's counsel may submit the agreement for the Court review in camera by lodging a copy with the Court either before or at the hearing." The individual settlement agreement is being filed concurrently under seal.

6. "In support of Plaintiff's request for attorneys' fees to be paid out of the GSA of this PAGA settlement, Plaintiff's counsel attests that his firm spent a total of 136.9 hours and submitted time records reflecting that amount. (Counsel Decl., ¶¶ 9, 14, Exh. F.) However, a review of the time records indicates that the 136.9 hours include time spent not only on this PAGA action but also on Plaintiff's individual action. Counsel has not explained why Plaintiff's attorneys fees for Plaintiff's individual action should be paid out of the GSA for the PAGA action. Counsel should segregate his billing for this matter and identify the correct lodestar amount for time spent on this PAGA

action. (See, e.g., *Chacon v. Litke* (2010) 181 Cal.App.4th 1234, 1259, internal quotes omitted, italics original [recognizing "the primacy of the lodestar method for *all* fee-shifting statutes"]; *Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal.App.5th 334, 357 [applying a lodestar analysis to determine the amount of reasonable attorneys' fees in PAGA cases].) The Court further notes that the Court is unlikely to approve attorneys' fees in excess of thirty percent (30%) of the GSA absent unique circumstances." As noted in the supplemental declaration of Thomas Solmer, the time has been marked according to tasks for the individual case and the PAGA case. (Supplemental Declaration of Thomas Solmer, Ex. G.) Most tasks of minimal time (0.1 hrs) were assigned to the individual case. This shows 49.05 hours of attorney time devoted to the PAGA action. (*Id.*) The Court's anticipated maximum fee award of $34,500.00 would therefore result in a reasonably hourly rate of $703.36 for attorneys' fees.

7. "The Settlement allows for litigation costs up to $4,786.75, and this is the amount Plaintiff seeks. In support of this request, Plaintiff's counsel attests that his firm incurred $4,000 for Plaintiff's half of the full mediation fee ($8,000) and provides an invoice in support thereof. (Counsel Decl., ¶ 7, Exh. D.) However, based on the record in this case it appears that the mediation also included Plaintiff's individual claims alleged in the related case (Case No. 2024-01384205). Counsel has not addressed why it is appropriate to allocate the full amount of Plaintiff's portion of the mediation fee (i.e., $4,000) as a cost recoverable in this PAGA action." The mediation was necessary to resolve the PAGA action. There was no additional cost associated with settling the individual action at the same time. The same mediation fee would have been incurred whether or not a separate individual action had been filed. Moreover, the individual settlement does not include costs for the mediation, indicating an intent by the parties to apportion these costs to the gross amount Defendant agreed to pay for the PAGA settlement.

8. "The moving papers do not include submission for the Court's review a draft of the notice/cover letter that will accompany the payments to the Aggrieved

Employees. This notice/cover letter is referenced as constituting 'Exhibit 3' to the proposed order submitted at ROA #129, but no exhibits were attached to the proposed order." As a technical matter, pdf exhibits cannot be appended to a proposed order submitted in Word, but the exhibits did (and will again) accompany the proposed order as filed in pdf format concurrently.

9. "The proposed order and judgment should identify the Settlement Agreement by its full name." This has been added to paragraph 1 of the proposed order.

10. "The proposed order and judgment should include the definitions of the Aggrieved Employees and the PAGA Period." These definitions have been added to paragraph 1 of the proposed order.

11. "Counsel should not leave blank but should instead propose a realistic Final Accounting hearing date, taking into account the deadlines associated with funding the settlement, mailing distributions, allowing the check-cashing deadline to pass, and depositing uncashed check funds pursuant to the terms of the settlement agreement. The Court usually sets these hearings 9-10 months after final approval if the check-cashing deadline is 180 days. The parties must report to the Court the total amount that was actually paid to Aggrieved Employees and all others in accordance with the settlement agreement. All supporting papers must also be filed at least sixteen (16) court days before the Final Accounting hearing date." The date and correct filing deadline have been added to paragraph 17 of the proposed order.

Dated: August 5, 2026

SOLMER LAW CORPORATION

By: ______________________________

Thomas Solmer
Attorneys for Plaintiff
COREY LOGUE

PROOF OF SERVICE

I am a resident of the county of Orange. At the time of service, I was at least 18 years of age and not a party to this action. My business address is 4000 Barranca Parkway, Ste. 250, Irvine, CA 92604. On August 5, 2026, I served copies of the following documents:

- **MEMORANDUM REGARDING SUBMISSION OF AMENDED PAGA SETTLEMENT FOR APPROVAL**
- **[PROPOSED] ORDER AND JUDGMENT**
- **SUPPLEMENTAL DECLARATION OF THOMAS SOLMER**
- **CONFIDENTIAL DECLARATION OF THOMAS SOLMER**

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☒ **By e-mail or electronic transmission.** I caused the documents to be sent via electronic mail on the date shown above to the e-mail address(es) listed above.

I declare under penalty of perjury that the foregoing is true and correct. Executed on August 5, 2026 at Irvine, CA.

By: ______________________________
Thomas Solmer