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ALVARO CORTINA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER

ALVARO CORTINA,	)	Case No.: 30-2025-01452225-CU-WT-CXC
	)	
Plaintiff,	)	<i>Assigned for all purposes to:</i>
vs.	)	The Hon. Melissa R. McCormick
	)	Dept. CX105
R & D METAL FABRICATORS	)	
INC., et al.,	)	MEMORANDUM REGARDING
	)	SUBMISSION OF AMENDED PAGA
Defendants.	)	SETTLEMENT FOR APPROVAL
	)	
	)	Hearing: February 26, 2026
	)	Time: 2:00 P.M.
	)	
	)	Filed on: January 7, 2025
	)	Trial date: Not set
	)	
	)	
	)	
	)	

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

On March 5, 2025, Plaintiff Alvaro Cortina filed a motion for approval of PAGA settlement, initially set for October 24, 2025. After reassignment, the hearing was rescheduled to August 28, 2025. The Court, the Hon. Melissa R. McCormick, issued a tentative ruling, accepted by the parties, for certain amendments to be made to the PAGA

1 settlement agreement, notice of settlement, and proposed judgment and order. This
2 memorandum identifies the specific amendments made in response to the Court's Order.

3 **PAGA Settlement**

4 1. "The parties should provide the estimated high and low individual PAGA
5 payments." Paragraph 4.4.5 has been added to include these amounts. Paragraph 4.1 was
6 amended to include the estimated number of pay periods through the currently anticipated
7 date of approval (February 26, 2026).

8 2. "The parties should provide plaintiff's total anticipated consideration to be
9 received (including for any individual claims)." Paragraph 4.4.6 has been added to
10 include the total amount Plaintiff is estimated to receive individually from the settlement,
11 inclusive of any individual PAGA claim.

12 3. "Paragraph 1.1 of the settlement agreement states the wrong county where
13 the case is pending. The case is pending in Orange County Superior Court." This has
14 been corrected.

15 4. "The 'Released Parties' provision is overbroad. Settlement Agreement ¶
16 1.26. It includes unrelated, ambiguous and/or unidentified third parties such as
17 'attorneys, insurers,' 'agents,' and 'representatives.'" This has been amended.

18 5. "In paragraph 5 of the settlement agreement, the phrase 'the Aggrieved
19 Employees' should be inserted after 'including 1542 waiver),' and before 'and PAGA
20 Counsel.'" This has been corrected.

21 6. "The parties (including defendants) should state in declarations filed with
22 the court whether they are aware of any class, representative or other collective action in
23 any other court that asserts claims similar to those asserted in this case. If any such
24 actions are known to exist, the declarations shall state the name and case number of any
25 such case and the procedural status of that case, and describe the impact of the settlement
26 on that case." Supplemental declarations are being concurrently filed with this
27 information.

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1 7. “Plaintiff’s counsel seeks attorneys’ fees totaling 35% of the gross
2 settlement amount. Absent unique circumstances, the court is unlikely to approve an
3 attorneys’ fees award that exceeds 30% of the gross settlement amount. Plaintiff’s
4 counsel should address in the supplemental filings whether any such unique
5 circumstances exist here.” No objection is made to reduction of the attorneys’ fees to
6 30%. Paragraph 3.2.1 has been revised accordingly.

7 8. “Plaintiff’s counsel should submit copies of time records, billing
8 statements, or other records contemporaneously documenting the attorney work
9 performed, the time spent, and the attorney who performed the work. The records
10 attached as Exhibit E to the Solmer Declaration (ROA 12) are insufficient as they do not
11 identify the timekeeper for each entry.” Attorney Thomas Solmer is the only person
12 whose billing entries appear in the documentation of time spent on this matter. An
13 affirmation to this effect is included in Mr. Solmer’s supplemental declaration.

14 9. “Plaintiff’s counsel seeks \$11,655.20 in costs. Plaintiff’s counsel should
15 submit an itemized list of incurred costs. In addition, plaintiff’s counsel should explain
16 why costs totaling almost 15% of the gross settlement amount are reasonable.” Costs
17 incurred were as follows:

18 Mediation fee (Exhibit C): \$11,000

19 Court filing fee for Complaint (Exhibit D, page 1): \$437.25

20 Electronic filing provider fees for Complaint (Exhibit D, page 1): \$17.95

21 Service of process of Complaint (Exhibit D, page 2): \$200.00

22 The only cost that would appear to be at issue for the Court is the mediator’s fee of
23 \$11,000. This is the current approximate market rate for a skilled employment law
24 mediator to handle a representative action (involving PAGA or class action claims).
25 Without disclosing confidential information about the mediation process itself, that
26 process extended well beyond the initial scheduled full day and settlement was only
27 reached because of the mediator’s facilitation. The parties strongly believe it was not
28 unreasonable or unnecessary to pay Ms. Klerman her customary fee for this service.

10. “Plaintiff’s counsel must disclose whether counsel has any fee-splitting arrangement with any other counsel, including the exact percentages, or confirm none exists.” No such fee-splitting arrangement exists with respect to Plaintiff or any of his claims.

11. “Plaintiff states the settlement administration fees are \$6,000. The settlement administrator’s invoice attached as Exhibit 2 to the proposed order and judgment (ROA 14) states the settlement administrator’s fees are \$3,750. The settlement agreement, notice letter and proposed order should be revised accordingly.” These revisions have been made throughout.

As a result of the reduction of allocations to attorneys’ fees and administrative costs, the revised distribution of the gross settlement amount is as follows:

	<u>Previous</u>	<u>Amended</u>
Gross	\$80,000.00	\$80,000.00
PAGA Penalties	34,344.80	40,594.80
- to LWDA	22,324.12	26,386.62
- to Agg. Emp.	12,020.68	14,208.18
Attorney Fees	28,000.00	24,000.00
Costs of Litig.	11,655.20	11,655.20
Admin. Costs	6,000.00	3,750.00

The revised figures for PAGA penalties are reflected in the amended PAGA Settlement Agreement at paragraphs 1.22, 3.2.3, 3.2.3.1, and 4.4.5.

Notice of PAGA Settlement

12. “The notice letter should be revised consistent with the above.” This has been completed, with the distribution figures having been revised in sections III and VI.

13. “The PAGA Period at the top of page 1 of the notice is not consistent with the PAGA Period in the settlement agreement or elsewhere in the notice.” This has been revised throughout to state the expected date of approval, February 26, 2026.

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1 14. “Section III of the notice letter should state the amounts of attorneys’ fees
2 and attorneys’ costs separately.” Section III of the notice has been revised accordingly.

3 15. “The settlement agreement states the individual PAGA payments will be
4 calculated based on pay periods. Settlement Agreement ¶ 3.2.3.1. The references in the
5 notice letter to calculating the individual PAGA payments based on workweeks (sections
6 III, VI) should be revised.” All such references in the notice have been corrected to “pay
7 periods.”

8 16. “Section VI of the notice letter states that employees of ‘Defendant Gar
9 Laboratories Inc.’ are included in the settlement. If that reference is a typographical
10 error, it should be corrected. If not, the parties should explain in the supplemental filing
11 why this entity—which is not a party in the case and is not a party to the settlement
12 agreement—is referenced in the notice letter.” This has been corrected with the correct
13 name of the defendant.

14 17. “Section VII of the notice letter should state when the aggrieved
15 employees’ releases are effective.” This information has been added.

16 18. “The aggrieved employees’ release in section VII of the notice letter is
17 inconsistent with the aggrieved employees’ release in the settlement agreement.” Section
18 5.1 of the Settlement Agreement and section VII of the notice have been revised such that
19 they are the same.

20 19. “The notice letter should state that the aggrieved employees will be bound
21 by the release even if they do not cash their checks.” This has been added to section VIII,
22 subpart (A).

23 20. “Section IX of the notice letter does not apply to a PAGA-only settlement
24 and should be removed. In addition, the court information in that section is incorrect.”
25 The section has been removed.

26 21. “The settlement administrator’s invoice attached as Exhibit 2 to the
27 proposed order and judgment (ROA 14) includes a charge for a Spanish language
28 translation. Should the notice letter be translated into any language other than Spanish?

1 Certified copies of the translated notice (together with an English-language copy) should
2 be attached to the proposed order and judgment as exhibits.” As indicated, translating the
3 notice into Spanish is part of the services to be completed by the settlement administrator
4 after it is appointed and funded. The translation does not exist yet and cannot exist until
5 the settlement administrator is paid, after settlement approval, to prepare it. The parties
6 do not anticipate the need for translation into any other language.

7 **Proposed Order and Judgment**

8 22. “The proposed order and judgment should be revised consistent with the
9 above.” These revisions have been completed.

10 23. “The proposed order should be restyled throughout as a proposed order and
11 judgment.” This has been revised.

12 24. “Counsel information should be removed from the caption page.” This has
13 been removed.

14 25. “The court department (CX105) and judge (Hon. Melissa R. McCormick)
15 should be revised throughout the document.” This has been corrected.

16 26. “The settlement administrator’s invoice and the LWDA notice letter should
17 not be attached as exhibits to the proposed order and judgment.” These have been
18 removed.

19 27. “The word ‘directs’ in the first sentence of paragraph 2 of the proposed
20 order and judgment should be changed to ‘orders.’” This has been changed.

21 28. “The proposed order and judgment should state the gross settlement
22 amount.” This has been added to paragraph 2 of the proposed order and judgment.

23 29. “The last sentence of paragraph 8 of the proposed order and judgment
24 should be removed.” This has been removed.

25 30. “The proposed order and judgment should include the following: ‘The court
26 orders the parties and the settlement administrator to administer the settlement in
27 accordance with the terms of the settlement agreement.’” This has been added to
28 paragraph 12 of the proposed order and judgment.

1 31. “The proposed order and judgment should state how notice of entry of the
2 judgment will be given to the aggrieved employees.” This has been added to paragraph
3 11 of the proposed order and judgment.

4 32. “The proposed order and judgment should include a proposed date for the
5 final accounting hearing. The final accounting hearing should occur after the
6 deadline to cash checks has expired. The court holds final accounting hearings on
7 Thursdays at 9:00 a.m. The proposed order and judgment shall state that counsel shall
8 submit a final administrator’s report at least 9 court days before the hearing addressing
9 the status of the settlement administration, including the actual amounts paid to the
10 aggrieved employees and the other amounts distributed under the settlement, including
11 any uncashed checks.” Paragraph 16 has been added to the proposed order and judgment
12 accordingly.

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14 Dated: October 6, 2025

SOLMER LAW CORPORATION

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16 By: _____



17 Thomas Solmer
18 Attorneys for Plaintiff
19 ALVARO CORTINA
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- **MEMORANDUM REGARDING SUBMISSION OF AMENDED PAGA SETTLEMENT FOR APPROVAL**
- **[PROPOSED] ORDER AND JUDGMENT**
- **SUPPLEMENTAL DECLARATION OF THOMAS SOLMER (WITH EXHIBITS)**

☒ **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.

By: 
Thomas Solmer