Lilit Solmer (289727)
Thomas Solmer (291191)
SOLMER LAW CORPORATION
4000 Barranca Pkwy, Suite 250
Irvine, CA 92604
Tel.: (714) 794-8558
Fax: (818) 927-2179

Attorneys for Plaintiff
ALVARO CORTINA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE, WEST JUSTICE CENTER

ALVARO CORTINA, Plaintiff, vs. R & D METAL FABRICATORS INC., et al., Defendants.	Case No.: 30-2025-01452225-CU-WT-WJC *Assigned for all purposes to:* The Hon. Sheila Recio Dept. W08 **DECLARATION OF THOMAS SOLMER IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT** Hearing: October 24, 2025 Time: 9:30 A.M. Res. ID: 74504906 Filed on: January 7, 2025 Trial date: Not set

I, Thomas Solmer, do hereby state and declare:

1. I am an individual over 18 years of age and counsel of record for Plaintiff Alvaro Cortina in this action.

2. Attached as Exhibit 'A' is a true and correct copy of the PAGA notice served on the LWDA and Defendant on or about September 11, 2024.

///

3. On July 30, 2024, I gave notice to Defendant, through its director of HR and client relations, of the claims in this matter, including the PAGA claim and individual claims. Defendant retained counsel, to whom I proposed mediation, but initially this was not accepted. On September 12, 2024, after formal service and filing of the PAGA notice, Defendant's counsel responded to agree to mediation, and the parties agreed the next day to mediate with attorney Lisa Klerman, Esq., a highly experienced California employment law mediator. The mediation was scheduled for December 11, 2024. The cost of mediation was $11,000 for each party.

4. Prior to mediation, counsel for the parties met and conferred regarding documents and other information to be exchanged in order to facilitate settlement. An agreement was reached, and Defendant served the documents on November 1, 2024. This included all paystubs and time records for a 20% sampling of employees throughout the PAGA liability period (from September 11, 2023), as well as all applicable policies for the PAGA period. Based on my analysis of the records, I concluded that (1) the time clock system used by Defendant was capable of recording exact punch-in and -out times and did record these times; (2) the system nevertheless rounded time down consistently, with employees who clocked in a few minutes before the hour (which was typical) only being paid from the hour, and employees who clocked out a few minutes after the hour (also typical) being paid only through the last exact hour they worked; (3) the rounding errors occurred uniformly, on every pay period reviewed for every employee, and consistently reduced rather than added to paid employee time; and (4) there was no way to determine any additional information about the alleged meal period violations from the records because, as allowable when a bell system is used to signal lunch for all employees at the same time, employees did not clock out for or in from lunch.

5. The mediation proceeded for a full day on December 11, 2024 but was not successful. Plaintiff's Complaint was filed January 7, 2025. After it was served, counsel for the parties resumed discussions with Ms. Klerman in an effort to resolve the matter. With Ms. Klerman facilitating further negotiations, the parties reached a settlement on

January 31, 2025. The settlement agreement was jointly prepared and fully executed by February 11, 2025. Certain corrections to the penalty distribution calculation had to be made and an amended final agreement was fully executed on February 21, 2025. Attached as Exhibit 'B' is a true and correct copy of the final settlement agreement.

6. Defendant provided documentation and information to show that it had replaced its time and payroll system with one that does not allow rounding, paying employees for their actual exact time worked, and which records the actual times employees clock in and out for lunch. I believe this addressed the violations raised in the PAGA notice such that those violations should not recur under the new policies. It is my understanding, however, that employees were not issued back pay as to wages earned during time that was "rounded off."

7. Attached as Exhibit '2' to the proposed order for approval of PAGA settlement is a true and correct copy of a quote I obtained from IYLM Group, Inc., for administration of the settlement. Based on my experience with similar matters, I believe this is a reasonable cost for the service. The settlement agreement provides for any difference between the allocated and actual administrator fees to revert to the PAGA penalty distribution.

8. Attached as Exhibit 'C' is a true and correct copy of the invoice for the mediation fee of $11,000 paid on behalf of Plaintiff by Solmer Law Corporation.

9. Attached as Exhibit 'D' is a true and correct copy of the invoices billed by electronic filing and service provider One Legal for filing and service fees in this matter and paid by Solmer Law Corporation on behalf of Plaintiff. The settlement agreement allows for $655.20 in costs as reflected in the first two items on the invoice. These costs along with the mediation fee were incurred in accordance with the fee agreement between Plaintiff and Solmer Law Corporation, advanced for future reimbursement in the event the matter were to result in a recovery by settlement or verdict.

10. Attached as Exhibit 'E' is a true and correct statement of all attorney time spent in this matter through February 21, 2025.

11. I estimate that I will spend at least six further hours to review and resolve any potential objections to the proposed settlement, attend the hearing on the motion for approval, and conduct necessary follow-up regarding the completion of the terms of settlement.

12. Solmer Law Corporation has prosecuted this litigation solely on a contingent-fee basis, and has been completely at risk that it would not receive any compensation for prosecuting claims against the defendants. While Solmer Law Corporation devoted its time and resources to this matter, the firm has foregone other legal work for which it would have been compensated.

13. Solmer Law Corporation was incorporated in 2020 but existed since 2016 as a sole proprietorship under attorney Lilit Solmer (then Lilit Tovmasyan). The firm has specialized in plaintiff's-side employment law litigation since its inception. Ms. Solmer and myself have handled numerous PAGA representative lawsuits such as this action, as well as representing a substantial number of plaintiffs in individual FEHA and wage and hour litigation. The work performed in this matter as recorded in Exhibit E was necessary to the resolution of the PAGA claims, and to the extent the work is divisible and some may have been solely in relation to individual claims, that time was very limited, especially since the claims were resolved almost immediately after having been filed. In terms of investigation, the vast majority of the time was spent discussing and analyzing the alleged PAGA violations.

14. I received my J.D. from the University of Minnesota Law School in 2008 and worked as a state district court law clerk from 2009-2013. From 2013 to 2014, I operated a solo practice in Faribault, Minnesota known as Solmer Law of Minnesota, PLLP, representing about 50 clients in various civil, criminal, family, probate, child protection, and juvenile delinquency matters. From 2014 to 2019, I worked for The Law Offices of René Korper in Valencia, CA, a two-attorney lemon law litigation firm with 70-100 active cases at any time. Since 2019, I have worked in plaintiff's-side employment law litigation alongside Ms. Solmer and became an officer of Solmer Law

Corporation upon its incorporation in 2020. The firm litigates approximately 20-25 individual, PAGA, or class action employment law actions each year. From March of 2021 to September of 2022 and from September of 2023 to the present, I have had primary responsibility for these matters. Over my career, I have taken well over one hundred depositions and defended nearly as many. I have drafted approximately 7-8 appeals. I conducted twelve trials including five jury trials, both in state and federal court, ten of which were as sole trial counsel. A reasonable hourly rate for my legal services in this matter is $750.00. The benchmark "Laffey Matrix" rate for the current time period (June 1, 2024 to May 31, 2025) for an attorney with 11-19 years of experience is $948 per hour, as represented by this true and correct screenshot taken February 20, 2025 from laffeymatrix.com:

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1141

15. Based on the records showing 59.7 hours of attorney time expended through February 21, 2025 and the reasonable rate of $750.00 per hour, Plaintiff's reasonable attorney fees incurred to date total $44,775.00, not accounting for any "multiplier" that would typically apply when work is performed on contingency. Future attorney fees through completion of the settlement obligations are estimated to be least six hours or $4,500.00. In light of this total of $49,275.00 in attorney fees incurred by Plaintiff, the settlement allocation of $28,000.00 is fair and reasonable.

16. I am unaware of any opposition to the settlement. I believe that the PAGA Settlement is in the best interest of the PAGA group settlement members based on the negotiations and knowledge of the issues present in this action. The issues presented in the Action and the risks of trial and other litigation issues which affect the value of the claims were all weighed in reaching the PAGA Settlement. PAGA Counsel believe that

the issues are likely only to be resolved with extensive and costly pretrial and trial proceedings, and further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. In addition, the defenses argued by Defendant, the uncertainty of proceeding as a PAGA representative action, the difficulties of complex litigation, the lengthy process of establishing damages, and the discretionary nature of PAGA civil penalties, and various potential delays and appeals, were all carefully considered by PAGA Counsel before agreeing to the proposed PAGA Settlement. The Parties took into account the risk and uncertainty of the outcome inherent in any litigation. PAGA Counsel believe that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement is fair, reasonable and adequate, given the inherent risk of litigation.

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

Dated this __5th__ day of March, 2025

THOMAS SOLMER

Exhibit A

SOLMER LAW CORPORATION

Lilit Solmer
LS@SOLMERLAW.COM

Thomas Solmer
TS@SOLMERLAW.COM

4000 Barranca Parkway
Suite 250
Irvine, CA 92604

P: 714.794.8558
F: 818.927.2179

September 11, 2024

Via Online Filing
Attn: PAGA Administrator
Labor & Workforce Development Agency
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Via U.S. Mail
R & D Metal Fabricators Inc.
5250 Rancho Rd.
Huntington Beach, CA 92647

PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE
PURSUANT TO LABOR CODE § 2699

This firm has been retained to represent Alvaro Cortina ("Employee") in connection with various Labor Code and other violations arising from his employment with R & D Metal Fabricators Inc. ("R & D"). Mr. Cortina worked for R & D from May of 2022 until his termination on or about June 18, 2024.

This notice is brought under Labor Code section 2698, et seq., which provides a private right of action under the Labor Code Private Attorneys General Act (PAGA) of 2004, on behalf of Mr. Cortina and all other similarly aggrieved non-exempt current and former employees of R & D, whether or not such persons were nominally classified as exempt or independent contractors (the "Aggrieved Employees"), during any and all pay periods up to one year prior to the date of this notice, until the present, and ongoing.

R & D rounded off the time worked by Aggrieved Employees and failed to pay Aggrieved Employees for their actual, exact hours worked despite having technical capacity to know and actual knowledge of the actual, exact hours worked by the Aggrieved Employees. The Aggrieved Employees thereby sustained violations of:

- Labor Code section 204, because they were not paid their wages earned when due each pay period, due to the time worked having been rounded down;

- Labor Code section 226, because they were not provided with accurate itemized statements of their hours of work and wages earned each pay period, due to the time worked having been rounded down;
- Labor Code section 510, because they were denied overtime pay due to their shifts being rounded down to 8.0 hours; and
- Labor Code section 1197, because they were not paid the statutory minimum wage for hours worked that were rounded off from their paid hours.

The Aggrieved Employees sustained violations of Labor Code sections 226.7 and 512, and of section 11 of the applicable Wage Order, in that they were not provided with timely uninterrupted 30-minute meal periods during shifts of more than five hours. Although R & D used a "bell" system to mark the start and end of the lunch, the bell to start lunch often did not sound until two or three minutes late, while the bell to end would be on time, such that Cortina and other aggrieved employees did not have a full 30 minutes for lunch. Further, the aggrieved employees had to be back at their work stations ready to operate the machinery at the moment the noon bell rang for the end of lunch, such that their break was effectively cut short at the end by two or three minutes as well. R & D did not pay the one hour of premium pay to aggrieved employees on days where such employees did not have a full 30-minute meal period as described above.

Aggrieved Employees such as Mr. Cortina who were separated from employment with R & D suffered violations of Labor Code section 203 because they were not paid, upon discharge or within 72 hours, all wages due, as a result of the unpaid wages due to them for meal period violations, failing to account for all hours worked, and failing to pay overtime, as described above.

Thank you for your consideration of this notice. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

SOLMER LAW CORPORATION

Thomas Solmer

Exhibit B

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Alvaro Cortina ("Plaintiff") and defendant R & D Metal Fabricators, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned Alvaro Cortina v. R & D Metal Fabricators, Inc. initiated on January 7, 2025 and pending in Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means a person employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means Shannon Marie Jenkins, Esq. of TLD Law, 2010 Main St., Suite 1000, Irvine, CA 92614, the attorneys representing the Defendant in this matter.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.10. "Gross Settlement Amount" means $80,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (m).

1.14. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. “PAGA Counsel” means Lilit Solmer, Esq. and Thomas Solmer, Esq. of Solmer Law Corporation, 4000 Barranca Pkwy. Ste 250, Irvine, CA 92604, the attorneys representing the Plaintiff in the Action.

1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. “PAGA Period” means the period from September 12, 2023 to the date of final approval.

1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. “PAGA Notice” means Plaintiff’s September 11, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($12,020.68) and the 65% to LWDA ($22,324.12) in settlement of PAGA claims.

1.23. “Plaintiff” means Alvaro Cortina, the named plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, agents and representatives.

1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28. "Defendant” means named Defendant R & D Metal Fabricators, Inc.

2. RECITALS.

2.1. On January 7, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for violations of the Labor Code Private Attorneys General Act of 2004, along with certain individual claims. The Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On December 11, 2024, the Parties participated in an all-day mediation presided over by Lisa Klerman, Esq., thereafter continuing negotiations through Ms. Klerman after the filing of the Complaint, leading to this Agreement to settle the Action.

2.4. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery, records representing a 25% sampling of all Aggrieved Employees consisting of their time (punch-in and -out) and payroll records, as well as all of Defendant's policies applicable to the violations alleged in the PAGA Notice.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $80,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% which is currently estimated to be $28,000.00 and PAGA Counsel Litigation Expenses Payment of not more than $11,655.20. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $6,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $6,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $34,344.80 to be paid from the Gross Settlement Amount, with 65% ($22,324.12) allocated to the LWDA PAGA Payment and 35% ($12,020.68) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($12,020.68) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 40 Aggrieved Employees who worked a total 1,206 of PAGA Pay Periods from September 11. 2023 to on or about February 5, 2025.

4.2. Aggrieved Employee Data. Within 15 days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this

Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff (who will separately sign an individual release including 1542 waiver) and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees:

> All Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.2 Release by PAGA Counsel:

> PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement as soon as practicable after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records, DEFENDANT estimates that, as of the date of this Settlement Agreement, (1) there are 40 Aggrieved Employees who worked 1,206 Pay Periods during the PAGA Period.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Thomas Solmer, Solmer Law Corporation, 4000 Barranca Pkwy., Ste 250, Irvine, CA 92604

To Defendant: Shannon Marie Jenkins, Esq. of TLD Law, 2010 Main St., Suite 1000, Irvine, CA 92614

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Alvaro Cortina	Signed by: Alvaro Cortina ...CE0E4F6...	For Plaintiff
Thomas Solmer	Signed by: Thomas Solmer 2EDF09BA77264B8...	Counsel For Plaintiff
Alfredo Santana	Alfredo Santana Alfredo Santana (Feb 21, 2025 11:50 PST)	For DEFENDANT
Shannon Marie Jenkins	Shannon Marie Jenkins, Esq.	Counsel For DEFENDANT

AGMT_ Revised PAGA Settlement Agreement

Final Audit Report 2025-02-21

Created:	2025-02-21
By:	Urvi Sakurikar (USakurikar@tldlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJroj0mCuvthxX0EzESCCkx0aNUu8NwjV

"AGMT_ Revised PAGA Settlement Agreement" History

Document created by Urvi Sakurikar (USakurikar@tldlaw.com)

2025-02-21 - 7:47:55 PM GMT

Document emailed to Alfredo Santana (jr@rdmetal.com) for signature

2025-02-21 - 7:48:00 PM GMT

Email viewed by Alfredo Santana (jr@rdmetal.com)

2025-02-21 - 7:49:24 PM GMT

Document e-signed by Alfredo Santana (jr@rdmetal.com)

Signature Date: 2025-02-21 - 7:50:41 PM GMT - Time Source: server

Agreement completed.

2025-02-21 - 7:50:41 PM GMT

AGMT_ Revised PAGA Settlement Agreement - Signed by Client

Final Audit Report 2025-02-21

Created:	2025-02-21
By:	Urvi Sakurikar (USakurikar@tldlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkwE5pfMVpc44Qyo7cprzQLnlw3nGqSiL

"AGMT_ Revised PAGA Settlement Agreement - Signed by Client" History

Document created by Urvi Sakurikar (USakurikar@tldlaw.com)
2025-02-21 - 7:54:12 PM GMT

Document emailed to Shannon Marie Jenkins (sjenkins@tldlaw.com) for signature
2025-02-21 - 7:54:23 PM GMT

Email viewed by Shannon Marie Jenkins (sjenkins@tldlaw.com)
2025-02-21 - 8:01:16 PM GMT

Document e-signed by Shannon Marie Jenkins (sjenkins@tldlaw.com)
Signature Date: 2025-02-21 - 8:01:45 PM GMT - Time Source: server

Agreement completed.
2025-02-21 - 8:01:45 PM GMT

Exhibit C

Lisa Klerman

M E D I A T O R

September 18, 2024 INVOICE #121124P

Thomas Solmer, Esq.
Lily Solmer, Esq.
Solmer Law
7755 Center Avenue, Suite 1100
Huntington Beach, CA 92647

Re: ***Alvaro Cortina v. R&D Metal Fabricators***
PAGA ACTION and Individual Claims

Mediation to be held on December 11, 2024 at flat rate of $22,000 for cases brought as class actions or representative actions. Flat rate fee includes all preparation time, pre-mediation phone calls, unlimited hours of session time on the day of the mediation, and reasonable follow-up work.

Share to be paid by Plaintiff's side: $11,000 (one half of amount)

TOTAL DUE = $11,000

Amount is due upon receipt of this invoice. Please make checks payable to "Lisa Klerman." Ms. Klerman's tax ID number is 563-15-9210. Checks should be mailed to: Lisa Klerman, Mediator, 7 Southfield Drive, Rolling Hills, CA 90274.

I appreciate the opportunity to serve you.

Exhibit D

1400 North McDowell Blvd. Suite 300
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 85-4343705

Invoice

Date	1/13/2025
Customer	0103969
Invoice	16220547
Due Date	1/20/2025
Terms	Weekly
Amount Due	$0.00

Bill To
Solmer Law Firm 7755 Center Ave. Suite 1100 Huntington Beach CA 92647

Order Number	24453933
Billing Code	Cortina
Case Number	30-2025-01452225-CU-WT-WJC
Court Transaction Number	31585208
Contact	Thomas Solmer
Attorney	Thomas Solmer
Case Title	Alvaro Cortina vs. R & D Metal Fabricators Inc.
Documents	Complaint,Civil Case Cover Sheet,Summons Issued and Filed
Court	Superior Court of California, Orange County
Assignment Details	

STATUTORY DISBURSEMENTS*	AMOUNT
Court Filing Fee	$435.00
Court Technology Access Fee	$2.25
SUBTOTAL	**$437.25**

ONE LEGAL FEES	AMOUNT
eFiling Charge	$16.95
Disbursement Administration Charge	$1.00
Convenience Fee‡	$14.79
Convenience Fee Waived	($14.79)
SUBTOTAL	**$17.95**

FEES SUMMARY	AMOUNT
Disbursements	$437.25
One Legal Fees	$17.95
TOTAL BILLED	**$455.20**

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).
* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.
‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

ONE LEGAL | An InfoTrack Company

1400 North McDowell Blvd. Suite 300
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 85-4343705

Invoice

Date	1/16/2025
Customer	0103969
Invoice	16230194
Due Date	1/23/2025
Terms	Weekly
Amount Due	$0.00

Bill To
Solmer Law Firm 7755 Center Ave. Suite 1100 Huntington Beach CA 92647

Order Number	24510823
Billing Code	Cortina
Case Number	30-2025-01452225-CU-WT-WJC
Party to Serve	R & D Metal Fabricators Inc., a corporation
Contact	Thomas Solmer
Attorney	
Case Title	Cortina vs. R & D Metal Fabricators Inc.
Documents	Complaint,Civil Case Cover Sheet,Summons,Notice of Hearing,
Court	Superior Court of California, Orange County
Assignment Details	

ONE LEGAL FEES	AMOUNT
Mailing Declaration	$25.00
Process Serving - Standard Serve, Zone 1	$175.00
Convenience Fee‡	$6.50
Convenience Fee Waived	($6.50)
SUBTOTAL	**$200.00**

FEES SUMMARY	AMOUNT
One Legal Fees	$200.00
TOTAL BILLED	**$200.00**

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).
‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

Exhibit E

CORTINA, ALVARO

	59.7	TOTAL
6/25/24	0.8	Phone consultation with client
6/25/24	0.4	Review employment documentation sent by client
6/26/24	0.2	Prepare and send authorization for release of records to client
7/1/24	0.1	Review notice and executed authorization for release of records
7/1/24	0.3	Draft request to employer for employment records
7/8/24	0.1	Review and respond to message from client re case status
7/15/24	0.2	Review messages (6) from employer regarding transmission of employment records
7/17/24	0.1	Draft email to employer re receipt of records
7/17/24	1.3	Review and analyze payroll records received from employer
7/18/24	1.6	Review and analyze personnel records received from employer
7/18/24	0.1	Review and respond to message from client re case status
7/24/24	0.8	Further review and analysis of employment records and prepare notes
7/25/24	0.6	Phone conference with client re detailed facts for complaint, analysis of records; prepare notes
7/25/24	1.7	Draft complaint for individual FEHA and Labor Code claims
7/25/24	0.1	Message to client re draft complaint
7/27/24	0.1	Review and respond to message from client re draft complaint
7/30/24	1.1	Draft PAGA notice
7/30/24	0.2	Prepare fee agreement and send to client
7/30/24	0.1	Review notice and executed fee agreement
7/30/24	0.1	Send draft complaint and PAGA notice to employer
7/30/24	0.1	Review email from employer re draft complaint and PAGA notice
8/6/24	0.1	Review email from opposing counsel re retention and phone conference
8/7/24	0.1	Further emails with opposing counsel re phone conference
8/12/24	0.1	Messages with client re upcoming phone conference
8/13/24	0.4	File review and draft notes in preparation for phone conference with opposing counsel
8/13/24	0.2	Phone conference with opposing counsel re claims, potential mediation
8/19/24	0.1	Review and respond to message from client re case status
9/6/24	0.1	Review and respond to message from client re case status
9/6/24	0.1	Email to opposing counsel re status of response to claims, potential mediation
9/11/24	0.3	Revise PAGA notice in preparation for filing
9/11/24	0.1	File and serve PAGA notice
9/12/24	0.1	Review email from opposing counsel re proposed mediators
9/13/24	0.3	Research mediators proposed by opposing counsel
9/13/24	0.1	Email to opposing counsel re selection of mediator
9/14/24	0.1	Review email from opposing counsel confirming selection of mediator
9/17/24	0.6	Review and analyze defendant's new arbitration agreement sent by client
9/17/24	0.1	Messages with client re arbitration agreement, mediation
9/17/24	0.1	Emails with opposing counsel and mediator re mediation date
9/18/24	0.1	Review confirmation email from mediator re mediation
9/18/24	0.3	Review letter from mediator re policies and procedures for mediation
9/18/24	0.1	Review invoices for mediation
9/18/24	0.2	Review confidentiality agreement for mediation
9/20/24	0.5	Analyze documents and information needed for mediation and prepare notes
9/20/24	0.2	Draft email to opposing counsel re documents and information needed for mediation
9/23/24	0.1	Review email from opposing counsel re document exchange request
11/1/24	0.1	Review email from opposing counsel re document exchange for mediation
11/5/24	0.4	Preliminary review of documents received from opposing counsel
11/5/24	0.1	Emails with opposing counsel re documents exchanged
11/6/24	3.6	Review and analyze time and payroll records of PAGA group produced by Defendant
11/12/24	2.7	Finish review and analysis of time and payroll records and prepare notes

11/21/24	0.1	Review email from opposing counsel re size of PAGA group and workweek count
11/21/24	1.2	Prepare damages analysis for mediation based on PAGA group size and workweeks
12/3/24	3.1	Draft confidential mediation brief and send to mediator
12/4/24	0.1	Messages with client re upcoming mediation
12/10/24	0.6	File review and prepare notes for mediation
12/11/24	9.4	Meet with client and attend mediation
12/12/24	0.2	Call with client re mediation, next steps
1/3/25	0.1	Review and respond to message from client re case status
1/7/25	0.5	Prepare and file right-to-sue notice for FEHA claims
1/7/25	0.1	Review message from California CRD and attached right-to-sue notice
1/7/25	0.6	Review and revise complaint and finalize complaint for filing
1/7/25	0.1	Draft summons
1/7/25	0.1	Draft civil case cover sheet
1/7/25	0.1	File summons and complaint, &c.
1/7/25	0.1	Review and respond to message from client re case status
1/8/25	0.3	Call with client re case status and filing of complaint
1/13/25	0.1	Review court's notice of confirmation of filing of complaint and case initiation
1/15/25	0.1	Review conformed pleadings received from court
1/15/25	0.1	Order service of initial pleadings on Defendant
1/15/25	0.1	Message to client re case accepted for filing, status of service
1/16/25	0.1	Review message from process server re successful service
1/16/25	0.1	Review proof of substitute service of initial pleadings on Defendant
1/27/25	0.1	Review email from mediator re potential further negotiations
1/20/25	0.1	Exchange emails with mediator re further settlement negotiationsd
1/28/25	0.1	Further emails with mediator re settlement discussion
1/28/25	0.2	Phone call with client to discuss settlement offer
1/28/25	0.1	Respond to mediator re settlement offer
1/29/25	0.2	Messages with client re settlement negotiations
1/29/25	0.5	Further emails (15) with mediator re settlement
1/30/25	0.1	Review and analyze mediator's proposal
1/30/25	0.1	Draft email to mediator re status of response to mediator's proposal
1/31/25	0.2	Call with client re settlement negotiations
1/31/25	0.2	Emails with mediator (5) re acceptance of proposal
2/3/25	0.1	Review email from opposing counsel re settlement agreements
2/4/25	0.1	Draft email to opposing counsel re settlement agreements
2/5/25	0.6	Review and analyze individual settlement agreement draft sent by opposing counsel
2/5/25	3.4	Draft PAGA settlement agreement
2/5/25	0.1	Email to opposing counsel re settlement agreements
2/6/25	0.4	Review proposed revisions to PAGA settlement agreement by Defendant
2/6/25	0.1	Finalize PAGA settlement agreement and send to opposing counsel
2/7/25	0.1	Review emails from opposing counsel re executed settlement agreements
2/10/25	0.1	Send settlement agreements to client for electronic signatures via Docusign
2/10/25	0.1	Message to client re settlement agreements ready to be signed
2/12/25	0.1	Review email from opposing counsel re status of execution of settlement agreements
2/12/25	0.1	Send executed settlement agreements to opposing counsel
2/18/25	2.8	Begin drafting motion for approval of PAGA settlement
2/19/25	0.3	Legal research re recent statutory amendments to PAGA
2/19/25	3.3	Continue drafting motion for approval of PAGA settlement
2/19/25	1.4	Draft declaration in support of motion for approval of PAGA settlement
2/19/25	0.1	Emails with opposing counsel re status of motion for approval, need to revise agreement
2/20/25	0.1	File proof of service of initial pleadings
2/20/25	0.3	Revise PAGA settlement agreement to conform to amendments to statute

2/20/25	0.4	Review fee and cost records
2/20/25	0.3	Continue drafting declaration in support of motion for approval re fees and costs
2/20/25	0.4	Draft notice to PAGA group members of approved settlement (Exhibit 4)
2/20/25	0.1	Call settlement administrator re quote for services
2/20/25	0.1	Draft email to opposing counsel re amended PAGA settlment and proposed notice
2/20/25	0.2	Review settlement administrator's quote for services and send to opposing counsel
2/21/25	0.1	Review email from opposing counsel re amended PAGA release and notice to employees
2/21/25	0.3	Review and conduct legal research re Defendant's proposed revisions to notice to employees
2/21/25	0.2	Revise notice to employees as proposed by Defendant
2/21/25	0.1	Send amended PAGA release to client for signature; send executed release to Defendant
2/21/25	1.2	Draft proposed order re approval of PAGA settlement
2/21/25	0.6	Finish drafting declaration in support of motion to approve PAGA settlement
2/21/25	1.3	Finish drafting motion for approval of PAGA settlement
2/21/25	0.1	Phone call with client re status of settlement and motion for approval