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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

APR 24 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE**

12 **BETTER MORTGAGE WAGE AND HOUR**
13 **CASES**

JCCP NO. 5287

*Assigned to Hon. William Claster,
Coordination Trial Judge*

14 Included actions:

15
16 - *Luangphonh v. Better Mortgage Corporation*
17 Orange County Superior Court
Case No: 30-2021-01190771-CU-OE-CXC

**REVISED ~~PROPOSED~~ ORDER
GRANTING MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND
ENTERING JUDGMENT**

18
19 *Mejia v. Better Mortgage Corporation*
20 Alameda County Superior Court
Case No. 22CV009600
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1 This matter came on for hearing on April 18, 2025, at 9:00 a.m., in Department CX101 of
2 the above-captioned Court on Plaintiffs' Motion for Approval of PAGA Settlement (the
3 "Motion").

4 The Court has received and considered the settlement agreement of Plaintiffs Aaron
5 Luangphonh and Misael Mejia ("Plaintiffs"), as individuals and on behalf of the people of the
6 State of California and as an "aggrieved employee" acting as a private attorney general under the
7 Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* ("PAGA") and Defendant
8 Better Mortgage Corporation ("Defendant") in the above-captioned action.

9 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

10 1. The Court hereby GRANTS the Motion.

11 2. This Judgment incorporates by reference the definitions in the PAGA Settlement
12 Agreement (the "Settlement"), a copy of which is attached as Exhibit 1 to the Declaration of
13 Kristy R. Connolly In Support of Motion for Approval of PAGA Settlement, and all terms defined
14 therein shall have the same meaning as set forth in the Settlement.

15 3. The Court hereby approves the Parties' proposed Settlement and hereby enters
16 FINAL JUDGMENT based on the terms set forth in the Parties' Settlement in favor of Plaintiffs
17 and the Aggrieved Employees for \$1,350,000.

18 4. Phoenix Settlement Administrators is approved to serve as the Settlement
19 Administrator and is authorized to perform all of the duties assigned to it in the Settlement and to
20 disburse the following from the Gross Settlement Amount in accordance with the terms of the
21 Settlement:

- 22 a. Plaintiffs' Counsel's attorneys fees in the amount of \$405,000;
- 23 b. Plaintiffs' Counsel's litigation costs in the amount of \$21,937.30 to be
24 distributed as follows:
 - 25 i. \$6,126.79 to Diversity Law Group, P.C.,
 - 26 ii. \$207.55 to Law Offices of Choi & Associates, APLC, and
 - 27 iii. \$15,602.96 to Aegis Law Firm, PC.

- 1 c. Plaintiff Aaron Luangphonh's Individual Settlement Payment in the
2 amount of \$5,000.00;
3 d. Plaintiff Misael Mejia's Individual Settlement Payment in the amount of
4 \$5,000.00;
5 e. Settlement Administration costs in the amount of \$12,500
6 f. Of the remaining Net Settlement Amount, 75% shall be paid to the Labor
7 and Workforce Development Agency and 25% shall be paid to the
8 Aggrieved Employees as set forth in the Settlement Agreement.

9 5. Upon the date Defendant fully funds the Gross Settlement Amount, all Aggrieved
10 Employees are hereby deemed to have released the Released Parties from all Released PAGA
11 Claims as set forth in the Settlement Agreement.

12 6. The Court hereby approves, as to form and content, the notice to be distributed to
13 the Aggrieved Employees, attached to the Settlement as Exhibit A. All Individual Settlement
14 Checks shall expire 180 days after the initial mailing. Any uncashed funds shall be transmitted to
15 the State Controller's Office Unclaimed Property Fund in the name of each Aggrieved Employee
16 whose check is voided.

17 7. This Judgment is intended to be a final disposition in its entirety of the above
18 captioned action. Without affecting the finality of this judgment in any way, the Court retains
19 jurisdiction of all matters relating to the interpretation, administration, implementation,
20 effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

21 IT IS SO ORDERED.

22
23 Dated: _____

4-24-25



24 Hon. William Claster
25 Judge of the Superior Court
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1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over the age
3 of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my
4 business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

5 On April 23, 2025, I served the foregoing document entitled:

- 6 • **REVISED PROPOSED ORDER GRANTING MOTION FOR APPROVAL OF PAGA
7 SETTLEMENT AND ENTERING JUDGMENT**

8 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
9 copy thereof on the party(ies) addressed below as follows:

10 **Presiding Judge of the Superior Court
11 of California,**

12 County of Orange
13 700 W. Civic Center Drive
14 Santa Ana, CA 92701-4045

15 **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
16 ☒ correspondence for mailing. Under that practice it would be deposited with the U.S. Postal
17 Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary
18 course of business. I am aware that on motion of the party served, service is presumed invalid if
19 postage cancellation date or postage meter date is more than one day after date of deposit for
20 mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed. R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.*
21 5(c).)

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18 (213) 488-6554 facsimile
19 dhyun@hyunlegal.com

20 *Attorneys for Plaintiff Misaël Mejia*

21 ☒ (BY MAIL) I am readily familiar with the firm's practice of collection and processing
22 correspondence for mailing. Under that practice it would be deposited with the U.S.
23 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
24 in the ordinary course of business. I am aware that on motion of the party served, service
25 is presumed invalid if postage cancellation date or postage meter date is more than one
day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc. § 1013(a); Fed. R. Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).*)

26 ☐ (BY OVERNIGHT MAIL) I am personally and readily familiar with the business
27 practice of Aegis Law Firm PC for collection and processing correspondence for
28 overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc. § 1013(c); Fed. R. Civ. Proc. 5(c).*)

☐ (BY ELECTRONIC TRANSMISSION) I caused said document(s) to be served via
electronic transmission via the above listed email addresses on the date below. (*Cal Code Civ. Proc. § 1010.6(6); Fed. R. Civ. Proc. 5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).*)

☒ (BY PERSONAL SERVICE) I delivered the foregoing document by hand delivery to
the addressed named above. (*Cal Code Civ. Proc. § 1011; Fed. R. Civ. Proc. 5(b)(2)(A).*)

☐

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

3 Executed on April 23, 2025, at Irvine, California.

4 Laila Shams

5 Laila Shams
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