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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CIRO UMERES, individuals on behalf of
himself and the State of California, as a private
attorney general,

Plaintiff,

v.

NEXA MORTGAGE, LLC, an Arizona limited
liability company; and DOES 1 TO 50,

Defendant.

FILED
Superior Court of California
County of Los Angeles
08/15/2025
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

Case Number: 22STCV14981

**[Proposed] Order Granting Preliminary
Approval of PAGA Settlement and Final
Judgment**

Hearing Date: August 14, 2025
Hearing Time: 10:00 a.m
Dept.: 7
Judge: Hon. Samantha Jessner

Complaint Filed: May 5, 2022
FAC Filed: July 11, 2022
Trial Date: None set

1 **[PROPOSED] ORDER AND FINAL JUDGMENT**

2 This matter came before the Court on June 5, 2025 in Department 7 of the above-captioned
3 Court on Plaintiff Ciro Umeres's ("Plaintiff") motion for approval of a settlement agreement pursuant
4 to the California Labor Code Private Attorneys General Act ("PAGA") (the "Settlement").

5 Having received and considered the Settlement Agreement, the supporting papers filed by
6 Plaintiff, and the evidence and argument received by the Court, the Court grants approval of the PAGA
7 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

8 1. Except as otherwise defined in this Order and Final Judgment ("Order"), all capitalized
9 terms have the same meaning as defined in the PAGA Settlement Agreement that is attached as
10 Exhibit 1 to this Order.

11 2. The California Labor Workforce and Development Agency ("LWDA") has been
12 provided notice of the Settlement in accordance with PAGA, California Labor Code section 2699(1)(2).
13 In particular, on the date Plaintiff filed the motion seeking approval of the Settlement with the Court,
14 Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement
15 Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice requirements
16 of PAGA.

17 3. The Court confirms approval of the Settlement as to the Aggrieved Employees and the
18 State of California.

19 4. The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved
20 Employees, and over those persons undertaking affirmative obligations under the Settlement.

21 5. The Settlement is approved under Labor Code section 2699(1)(2).

22 6. The Court finds that each Aggrieved Employee, in accordance with the Settlement,
23 releases all Released PAGA Claims against the Released Parties.

24 7. The Gross Settlement Amount, Net Settlement Fund and the methodology used to
25 calculate the LWDA Payment and PAGA Aggrieved Employee Payment (which is comprised of the
26 Individual PAGA Payments), in accordance with the Settlement is approved.

1 8. The Court approves APEX Class Action Administration to act as the Settlement
2 Administrator. The Court awards the Settlement Administrator in this Action its actual fees and costs
3 in accordance with the terms of the Settlement Agreement, totaling \$6,000.00.

4 9. The Court approves Jonathan Melmed, Laura M. Supanich, and Erin Cole of Melmed
5 Law Group P.C. as PAGA Counsel.

6 10. The Court awards PAGA Counsel attorneys' fees in the amount of \$290,000.00 and
7 actual litigation costs of \$12,412.82, both of which the Court finds to be fair and reasonable. The Court
8 authorizes the Settlement Administrator to make these payments, in accordance with the terms of the
9 Settlement Agreement.

10 11. The Court authorizes the Settlement Administrator to calculate the Net Settlement
11 Amount, inclusive of the LWDA PAGA Payment and Individual PAGA Payments, in accordance with
12 the terms of the Settlement Agreement.

13 12. The Court finds that the LWDA PAGA Payment of \$ 413,690.38 as its share of the
14 settlement of civil penalties is fair and reasonable. The Court authorizes the Settlement Administrator
15 to pay the LWDA Payment, in accordance with the terms of the Settlement Agreement as modified by
16 the Approval Order.

17 13. The Court finds that the Employee Payment of \$137,896.80 as the Aggrieved
18 Employees' share of the settlement of civil penalties is fair and reasonable. The Court authorizes the
19 Settlement Administrator to pay the Employee Payment, in accordance with the terms of the Settlement
20 Agreement.

21 14. The Court finds the Representative Plaintiff's PAGA Representative Service Payment
22 in the sum of ~~\$10,000.00~~ ^{\$7,500.00} to the Representative Plaintiff is fair and reasonable. The Court authorizes
23 the Settlement Administrator to pay the Representative Plaintiff's PAGA Representative Service
24 Payment, in accordance with the terms of the Settlement Agreement.

25 15. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid for
26 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments uncashed
27 after 180 days will be dispersed to State of California Unclaimed Wage or Property Fund, in accordance
28 with the terms of the Settlement Agreement.

1 16. Upon completion of the Settlement, the Settlement Administrator will provide written
2 certification of the completion to the Court and counsel for the Parties which shall be filed with the
3 Court on or before five court days prior to the Non-Appeal Case Review set 5/13/2026 at 9:00 a.m.

4 17. Without affecting the finality of this order and entry of judgment, the Court retains
5 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,
6 implementing, and enforcement of this Order and the Settlement.

7 18. Nothing in this Order or the Settlement shall be construed as an admission or concession
8 by any party. The Settlement and this resulting Order and entry of judgment simply represent a
9 compromise of disputed allegations.

10 19. The Court enters final judgment in accordance with the terms of the Settlement
11 Agreement and this Order.

12 20. Plaintiff is directed to submit a copy of this Order and entry of judgment to the LWDA
13 within 10 days of the date of this Order and entry of judgment.

14 **IT IS SO ORDERED.**

15
16 Dated: 08/15/2025



A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner / Judge

17 **HON. SAMANTHA JESSNER**

18 Judge of the Superior Court, County of Los Angeles