

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ERICK F. HARMON, an individual, on behalf
of himself and others similarly situated,

Plaintiff,

vs.

CARRINGTON MORTGAGE SERVICES,
LLC, a Delaware limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2023-01339188-CU-OE-CXC

Assigned for All Purposes To:
Hon. Layne H. Melzer
Dept.: CX102

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE; FINAL JUDGMENT**

Plaintiff Erick Harmon’s (“Plaintiff”) unopposed Motion for Approval of the parties’ Amended Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement”) came before the Court for continued hearing pursuant the Private Attorney’s General Act (“PAGA”), California Labor Code § 2698 *et seq.* on November 13, 2025 at 1:30 p.m. in Department CX102. On November 12, 2025, the Court issued a tentative ruling granting approval contingent upon compliance with two final requirements and submission of an amended [Proposed] Order. Plaintiff and Defendant Carrington Mortgage Services, LLC (“Defendant”) submitted and the Court’s tentative ruling was adopted as final on November 13, 2025. Having considered the motion, the Amended Settlement Agreement, all supporting documents, the supplemental documents submitted, and the arguments of counsel, and with GOOD CAUSE having been shown, Plaintiff’s motion is GRANTED.

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

1. This Order incorporates the Amended Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement”) agreed to between Plaintiff, on behalf of himself and the State of California, on the one hand, and Defendant on the other hand. After two rounds of supplemental documents were provided to the Court’s satisfaction, the approval motion was set for continued hearing on November 13, 2025 at 1:30 p.m. in Department CX102. On November 12, 2025, the Court issued a tentative ruling granting approval contingent upon compliance with two final requirements and submission of an amended [Proposed] Order. Plaintiff and Defendant submitted and the Court’s tentative ruling was adopted as final on November 13, 2025. On November 13, 2025, Plaintiff’s counsel filed a Third Supplemental Declaration confirming the Court’s prerequisites for final approval had been satisfied.

Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. The Court has considered the nature of the claims, the amount paid in settlement, which is \$235,000 (“Gross Settlement Amount”), the allocation of settlement proceeds among the aggrieved employees, and the fact that a settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, has been reached as a result of serious and non-collusive, arm’s-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

3. The Court hereby finds that Plaintiff’s PAGA Notice Letter and notice of the proposed Settlement submitted to the Labor and Workforce Development Agency and served on Defendant fully and adequately complied with the notice requirements of California Labor Code § 2699. Aggrieved Employees or PAGA Employees under the Settlement are defined and approved as follows: “all individuals who worked for Defendant as hourly non-exempt employees in Defendant’s Loss Mitigation Department in California at any time during the PAGA Period of

July 27, 2022 to August 19, 2024.

4. As of the Effective Date as defined in the Settlement, all Aggrieved Employees, the State of California, the LWDA, and Plaintiff, in consideration of the PAGA Payment, shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. Plaintiff and Aggrieved Employees (on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns), and the State of California, shall be deemed to have, and by operation of the Approval Order, fully, finally, forever, unconditionally, and irrevocably released, relinquished, and discharged each and all of the Released Parties from any and all claims for PAGA penalties that were alleged in the Action and PAGA Notice, or reasonably could have been alleged, based on the facts stated in the FAC and Plaintiff's PAGA Notice that occurred during the PAGA Period. The release of the Released Claims shall be effective as to the defined "PAGA Period", which is the period from July 27, 2022 to August 19, 2024.

5. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any wrongdoing by the Defendant, or any of the other Released Parties.

6. Pursuant to the terms of the Settlement, the Court approves Plaintiff's Counsel David Yeremian & Associates, Inc. and D.Law, Inc. as PAGA Counsel for settlement purposes.

7. This Order incorporates the Amended Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement") agreed to between Plaintiff, on behalf of himself and the State of California, on the one hand, and Defendants on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action. Plaintiff has entered into a separate individual settlement agreement which provides Defendant with a general release and Section 1542 waiver, which the Court has reviewed and considered. Plaintiff will therefore not be seeking a separate enhancement award, but will still receive his individual PAGA

1 settlement share payment along with the other Aggrieved Employees.

2 8. Pursuant to the terms of the Settlement, the Court awards Attorney's Fees to
3 Plaintiff's PAGA Counsel D.Law, Inc. and David Yeremian & Associates, Inc., in the total
4 amount of **\$70,500.00**, which is 30% of the Gross Settlement Fund of **\$235,000**, as final payment
5 for and satisfaction of any and all attorney's fees arising out of the Action.

6 9. Pursuant to the terms of the Settlement, the Court awards Attorney's Costs to
7 PAGA Counsel in the amount of **\$19,363.00**, to be paid out of the Gross Settlement Fund, as final
8 payment for and complete satisfaction of any and all attorney's costs arising out of the Action.

9 10. The Court appoints Apex Settlement Administrators ("Apex") to serve as the
10 Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards
11 administration related payments in the amount of **\$4,500.00** as compensation for its fees and costs
12 in administering this Settlement. This amount is to be paid out of the Gross Settlement Fund. As
13 addressed in the supplemental papers to the Court's satisfaction, Plaintiff has entered into a
14 separate individual settlement agreement for a general release of his individual claims and a
15 section 1542 waiver and has therefore not requested any enhancement award.

16 11. Pursuant to the terms of the Settlement Agreement, the Net Settlement Fund of
17 approximately **\$140,637.00** shall be allocated as follows: seventy-five percent (75%) of the Net
18 Settlement Fund, or **\$105,477.75**, will be paid to the LWDA, and the remaining twenty-five
19 percent (25%), or **\$35,159.25**, will be paid to all PAGA Employees allocated pursuant to the
20 method set forth in the Settlement Agreement for calculating Individual Settlement Payments.

21 12. Defendant will not be required to pay any additional amounts in connection with
22 this Settlement other than those amounts specifically set forth in the Settlement Agreement and
23 this Order.

24 13. Pursuant to CCP § 664.6 and CRC 3.769(h), the Court reserves exclusive and
25 continuing jurisdiction over the lawsuit for the purposes of supervising the implementation,
26 enforcement, construction, administration, and interpretation of the Settlement Agreement and
27 this Judgment.

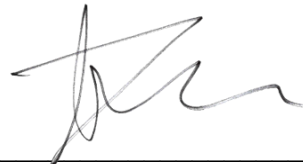
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1 14. The Court hereby enters judgment of the entire Action, with prejudice, for the
2 reasons set forth above and upon the terms set forth in the Settlement Agreement. The Court also
3 sets a Final Accounting hearing for **December 10, 2026** at 2PM in CX102 to confirm that
4 distribution efforts are fully complete, including the actual distribution of uncashed checks after
5 180 days, that the administrator's work is complete, and that the court's file thus may be closed.
6 The parties must report to the court the total amount that was actually paid to the aggrieved
7 employees. All supporting papers must be filed at least 10 court days before the Final Report
8 Hearing date. If distribution efforts are not complete prior to the filing deadline, plaintiff must
9 request a continuance.

10 15. This Judgment is intended to be a final disposition of the above-captioned action
11 in its entirety and is intended to be immediately appealable. Subject to the Court's continuing
12 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

13 **IT IS SO ORDERED.**

14
15 DATED: **November 19, 2025**



Hon. Layne H. Melzer
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 W. Santa Ana Blvd MAILING ADDRESS: P.O. Box 1994 CITY AND ZIP CODE: Santa Ana CA 92702 BRANCH NAME: Civil Complex Center	FOR COURT USE ONLY
SHORT TITLE: Harmon vs. Carrington Mortgage Services, LLC	
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 30-2023-01339188-CU-OE-CXC

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of Orange. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Erick F. an individual
 On Behalf of: Erick Harmon; CCMS ID: 80691579
 Transaction Number: 31750029
 Court Received Date: 11/13/2025
 Court Received Time: 04:26:16 PM
 Filed Date: 11/19/2025
 Filed Time: 04:26 PM
 Fee Amount Assessed: \$0.00
 Case Number: 30-2023-01339188-CU-OE-CXC
 Case Title: Harmon vs. Carrington Mortgage Services, LLC
 Location: Civil Complex Center
 Case Type: Other employment
 Case Category: Civil - Unlimited
 Jurisdictional Amount: > 25000

Case Title:

Documents Electronically Filed/Received

Status

Order - Other\n(granting motion
for approval of paga settlement
agreement & release)

Accepted

Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider LegalConnect

Email: support@legalconnect.com

Contact Person: Customer Support

Phone: 8009096859