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[Additional Counsel Below]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

JULIO ANDRES CRUZ and ALBERTO C.
CORTEZ, an individual, on behalf of
themselves and others similarly situated,

Plaintiffs,

v.

CAMBRIDGE REAL ESTATE SERVICES,
INC. DBA CAMBRIDGE RES, INC., and
DOES 1-50, inclusive,

Defendants.

Case No. C22-02342

Assigned for All Purposes To:

Hon. Benjamin T. Reyes, II, Dept. 16

**DECLARATION OF KATHERINE J.
ODENBREIT IN SUPPORT OF
PLAINTIFFS' MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL
SETTLEMENT, AWARD OF ATTORNEYS'
FEES, COSTS AND PAGA
REPRESENTATIVE SERVICE AWARD**

Hearing Date: August 12 2026

Time: 9:00 a.m./p.m.

Department: 16

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21 Attorneys for Plaintiff ALBERTO C. CORTEZ,
22 on behalf of himself and all others similarly aggrieved employees
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1. I am an attorney duly licensed in the State of California and authorized to practice before this Court and attorney at the law firm Mahoney Law Group, APC. The contents of this declaration are based on my personal knowledge and I would and could competently testify thereto if called to testify.

3. Attached hereto as Exhibits are true and correct copies of the following documents:

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SUMMARY OF SETTLEMENT TERMS

4. The following is a summary of the primary terms of the Settlement

- a. The “Aggrieved Employees” or “PAGA Members” means all non-exempt employees who were employed by Cambridge Real Estate Services, Inc. in California at any time from August 25, 2021 through January 20, 2026. (“Covered Period”) (Odenbreit Dec., Exhibit A, Amendment, Sect. 2, ¶¶ 1 and 8).
- b. The Settlement Agreement provides that Defendant will pay a Gross Settlement Amount (“GSA”) of four hundred sixty thousand seven hundred thirty-three dollars and zero cents (\$460,733.00). (Exhibit A, Amendment, ¶17).
- c. The following will be deducted from the GSA, upon approval by the Court: (1) Attorneys’ Fees of up to one-third of the Gross Settlement Amount, estimated to be one hundred fifty-three thousand five hundred sixty-two dollars and thirty-one cents (\$153,562.31) and actual litigation costs to Plaintiffs’ counsel which is \$14,200.00; (2) PAGA Plaintiff Representative Service Award to Plaintiffs not to exceed five thousand dollars (\$5,000.00) each, total of ten thousand dollars (\$10,000.00), and; (3) Settlement Administration Costs not to exceed four thousand nine hundred ninety dollars (\$4,990.00). (Exhibit A, Amendment, ¶27);
- d. 75% of the NSA will be paid to the California Labor and Workforce Development Agency (“LWDA”) and 25% of the NSA will be distributed to Aggrieved Employees on a pro rata basis based on the total number of pay periods each Aggrieved Employees worked during the Covered Period.¹ (Exhibit A, ¶28);

¹ Both the Cruz and Cortez actions were filed in 2022 prior to the passage of AB2288 and SB92 and therefore, the prior version of Labor Code section 2699 applies. (See Lab. Code Section 2699(v)(2), as amended July 1, 2024.

- 1 e. Settlement Checks shall remain valid for one hundred eighty (180) days from
2 the date of issuance. For any Aggrieved Employee's Settlement check that is
3 uncashed and cancelled after the void date, the Administrator shall transmit the
4 funds to the California State Controller's Unclaimed Property Fund in the
5 name of the Aggrieved Employee. (Exhibit A, ¶40);
- 6 f. As of the Effective Date, the State of California on behalf of all Aggrieved
7 Employees will release all Covered Claims defined as follows: any and all
8 claims, rights, or causes of action seeking civil penalties under PAGA that
9 were alleged or reasonable could have been alleged for PAGA penalties on
10 violations of the following Labor Code provisions: 201, 202, 203, 204, 206.5,
11 210, 226, 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197,
12 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and any applicable IWC Wage
13 Order and any other violations of the Labor Code that reasonably could have
14 been alleged based on the facts alleged in the August 25, 2022 PAGA Notice
15 filed by Plaintiff Cruz and the October 7, 2022 PAGA Notice filed by Plaintiff
16 Cortez and/or the Consolidated Complaint. This Settlement does not cover any
17 employees' individual claims, including Plaintiffs' individual claims. (Exhibit
18 A, ¶¶14-15).

19 BACKGROUND

20 5. On August 25, 2022, Plaintiff Cruz sent notice to the Labor and Workforce
21 Development Agency ("LWDA") giving notice of his intent to pursue a representative PAGA
22 action on behalf of the State of California as well as on behalf of other aggrieved employees.
23 (Exhibit C). On October 07, 2022, Plaintiff Cortez sent notice to the Labor and Workforce
24 Development Agency ("LWDA") giving notice of his intent to pursue a representative PAGA
25 action on behalf of the State of California as well as on behalf of other aggrieved employees.
26 (Exhibit D).

27 6. On October 31, 2022, Plaintiff Cruz filed a separate representative PAGA
28 complaint in the Contra Costa County Superior Court and was assigned Case No. C22-02342. On

December 22, 2022, Plaintiff Cortez filed a separate representative PAGA complaint in the Butte County Superior Court and was assigned Case No. 22CV03048. The individual PAGA claims of both Cruz and Cortez were ordered to arbitration and the representative PAGA claims were stayed.

7. Plaintiff Cruz initiated arbitration on August 21, 2024 alleging violations of the California Labor Code and FEHA. As part of the arbitration process, Defendant provided written employee policies, time and pay records for Plaintiff Cruz, and personnel file documents. After an agreement for the PAGA claims was reached, the Parties agreed upon a settlement for Plaintiff Cruz's individual claims under separate agreement in exchange for a full and complete release of all claims on behalf of Mr. Cruz individually, with the exception of claims he has an Aggrieved Employee in this Action. Mr. Cruz's individual non-PAGA claims were settled for a total amount of thirty-eight thousand dollars (\$38,000.00.)

8. The Parties attended private mediation on February 13, 2024 with Hon. Brendon McKelvey (Ret.), who has extensive experience both litigating and mediating PAGA claims.² In advance of mediation, Plaintiffs were provided with employee handbooks, data relating to the number of Aggrieved Employees and collective pay periods and engaged the services of an expert to analyze the potential recoverable civil penalties. The matter did not settle at mediation.

9. While the matter did not settle at mediation, the Parties continued to discuss settlement and on June 6, 2025, the Parties reached a settlement of both the *Cruz* Action and *Cortez* Action. The *Cortez* Action had been pending in federal court and has been dismissed. Plaintiff *Cruz* and Defendant stipulated to the filing of a Consolidated Complaint for Civil Penalties, which was filed with the Court on June 5, 2026.

10. Following execution of the PAGA Settlement Agreement, Defendant was served with a new PAGA Notice alleging the same Labor Code violations, facts and theories on behalf of the same Aggrieved Employees. In order to provide finality of these claims for the State of California and the Aggrieved Employees, the Parties agreed to extend the cut-off date for the settlement to January 20, 2026 which would encompass those potential claims in this Action and

² https://mresolution.com/wp-content/uploads/2024/06/BrandonMcKelvey_CV.pdf.

1 increase the GSA. The Parties executed an Amendment to the Settlement to increase the GSA to
2 four hundred sixty thousand seven hundred thirty-three dollars (\$460,733.00.) (*See* Odenbreit
3 Dec., Ex. A, Amendment to PAGA Settlement).³

4 11. The final estimated pay periods Aggrieved Employees worked during the PAGA
5 Period is 8.590. (See Ex. A, Amendment, ¶41). Plaintiffs estimated that the maximum potential
6 exposure on the PAGA claim is approximately eight hundred ninety-five thousand dollars
7 (\$859,000.) Plaintiffs' calculation of the total potential exposure on the PAGA claim was based
8 on one PAGA penalty per PAGA Pay Period. Plaintiffs did not stack the PAGA penalties in their
9 damages calculation nor did they calculate subsequent PAGA penalties of two hundred dollars
10 (\$200) as there is no evidence Defendant has been cited by the LWDA for these alleged violations.

11 12. Plaintiffs also took into account the violation dates revealed from the data provided
12 by Defendant. For example, the data showed that 26% of the shifts were less than six (6) hours
13 and the data revealed there were a significant number of part-time employees. As such, if those
14 part-time employees did not work in excess of six (6) hours, they could be subject to a meal period
15 waiver for which there would be no violation. Additionally, the time records showed a relatively
16 low meal period violation rate. However, the data further reveals Defendant utilized a time
17 rounding system which would require an analysis of all Aggrieved Employee time records to
18 determine the precise violation rate. However, for purposes of this settlement, Plaintiffs estimate
19 the total potential penalties to be eight hundred ninety-five thousand dollars (\$859,000), which
20 means the settlement is equivalent to approximately 53% of total potential recovery.

21 13. Defendant denied and continues to deny all of the claims made by Plaintiffs in this
22 Action and contend that it acted at all relevant times in conformance with the law. Proving each
23 violation for each employee would require engagement of an expert to analyze all the time and
24 pay records for all employees. This would significantly increase the costs of the litigation, which
25 could result in drastic reduction in recovery for the state and the employees. It is also likely
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27
28 ³ Defendant has yet to provide a signature on the Amendment to the Settlement Agreement as the
authorized signatory is out of town. Upon receipt of Defendant's signature, Plaintiffs will file an
Errata with the fully executed Amendment.

1 necessary Plaintiffs would be required to obtain discovery directly from employees (i.e., phone
2 records and mileage records), which would impose a burden on aggrieved employees who stand
3 to recover only a small percentage of the total recovery.

4 14. In departing from the \$100/pay period calculation to arrive at the four hundred sixty
5 thousand seven hundred thirty-three dollars (\$460,733.00) Gross Settlement Amount in this case,
6 Plaintiffs considered what the realistic potential exposure could be and why the Court may reduce
7 any eventual recovery at its discretion, including Defendant's defenses to the claims and the
8 potential evidentiary issues with PAGA claims at trial. Based on those considerations, Plaintiffs
9 applied a discount of 25% to the maximum potential exposure to get a realistic potential exposure
10 of six hundred forty-four thousand two hundred fifty dollars (\$644,250.00.) The Gross Settlement
11 Amount of four hundred sixty thousand seven hundred thirty-three dollars (\$460,733.00) is
12 71.51% of the realistic potential exposure of six hundred forty-four thousand two hundred fifty
13 dollars (\$644,250.00.) PAGA Counsel submits that this is an excellent result for the State and
14 Aggrieved Employees in light of the strengths and weaknesses of the case and the risks and delays
15 posed by further litigation. In my opinion based on extensive experience litigating and settling
16 PAGA claims, this recovery is fair, reasonable and consistent with the purpose of the PAGA
17 statute.

18 **QUALIFICATIONS AND ADEQUACY OF COUNSEL**

19 15. In 2003, I began working as an associate attorney with the law firm Spiro, Moss,
20 Barness, Harrison & Barge LLP ("Spiro Moss") in Los Angeles, California. At the time I was
21 there, the firm had 8-10 attorneys, and primarily represented plaintiffs in employment wage and
22 hour and consumer class actions and FLSA collective actions. In late 2006, Spiro Moss' partner,
23 Rene Barge, left to open her own firm, Class Action Litigation Group ("CALG"). I became the
24 director of litigation for CALG in January 2007. CALG's practice was dedicated to representing
25 plaintiffs in state and federal wage and hour and collective action matters. As the director of
26 litigation, I was responsible for the oversight of litigation in all cases, including supervision of
27 attorneys and staff, case management, and making key court appearances.

28 16. In 2011, I became the administrative partner of the law firm of Barge, Petersen &

1 Odenbreit LLP in Irvine, California. Barge, Petersen & Odenbreit was a boutique firm whose
2 practice was dedicated to representing employees and peace officers in wage and hour and
3 collective actions. The firm represented over 2,500 Los Angeles Police Department officers in
4 complicated wage claims in the California Central District Court and the California Southern
5 District Court. Barge, Petersen & Odenbreit was also appointed lead or co-lead counsel on
6 numerous state and federal wage and hour class actions.

7 17. In January 2012, I was selected to assist in the creation of a class action program
8 for the law firm of Hunt Ortmann Palffy Nieves Lubka Darling & Mah, Inc. (“Hunt Ortmann”) in
9 Pasadena, California. The Class Action/PAGA Program of Hunt Ortmann had 6 lawyers, all with
10 complex litigation experience. Two of the attorneys, including myself, had more than 15 years of
11 experience litigating class action matters. The Class Action Program handled both consumer and
12 wage and hour class actions.

13 18. In November 2013, I worked as a solo practitioner primarily on wage and hour and
14 consumer class actions. In November 2015, I joined Mahoney Law Group, APC. I am now a
15 Supervising Attorney for Mahoney Law Group, APC overseeing the litigation of approximately
16 50 class action matters in both state and federal courts. I mentor younger attorneys in class action
17 practice, which also involves PAGA claims, wage and hour and consumer matters.

18 19. I have been an attorney for nearly 27 years and have exclusively dedicated my
19 practice to litigating class action matters for the past 20 years. I, along with the firms with which
20 I have been associated, have been appointed certified class counsel for representative plaintiffs in
21 over 200 class actions/collective actions and PAGA representative actions involving hundreds of
22 thousands of employees.

23 20. The following is a small sample of those matters: *Aguilar v. CKE* (Carl’s Jr.”), Los
24 Angeles Superior Court Case No. BC623041-Class Counsel on behalf of over 31,000 restaurant
25 employees; *Perez v. DirecTV*, USDC Central District of California Case No. 8:16-CV-01440-
26 JLS-DFM, Class Counsel on behalf of over 16,000 consumer businesses; *Dibel v. Jenny Craig*,
27 USDC Southern District of California, 06CV2533 JLS (AJB) (FLSA Conditional Certification);
28 *Levine, et al. v. 24 Hour Fitness*, USDC Southern District of California, 02CC00386 and *Boyce v.*

1 24 Hour Fitness, USDC Southern District of California, 03CV2140 BEN (BLM) (FLSA
2 Conditional Certification/Rule 23 Class Certification-over 40,000 class members); *Harris v.*
3 *Liberty Mutual Ins. Co.*, JCCP 4234; California Supreme Court Case No. S156555; *Salvador v.*
4 *PLS Financial Services*, USDC Central District of California; 07CV00882 AHM (CWx); *Lockhart*
5 *v. County of Los Angeles*, USDC Central District of California, 07CV1680 ABV (CWx);
6 *Oberschlake v. St. Joseph's Hospital*, Orange County Superior Court-Complex Division,
7 04CC00301; *Solley v. Pier 1 Imports*, JCCP 4373; *Chapman v. Intel Corp.*, Santa Clara Superior
8 Court, 107CV082329; *Holman et al. v. Downey Savings & Loan*, Los Angeles County Superior
9 Court Case No. BC323796; *Czuchaj v. Conair Corporation*, USDC Southern District of
10 California, 13CV01901-BEN-RBB [certification granted November 12, 2015]; *Flores v.*
11 *Cambrian Home Care* Los Angeles County Superior Court Case No. BC544612; *Mays v.*
12 *Children's Hospital of Los Angeles* Los Angeles County Superior Court Case No. BC477830;
13 *Levanoff v. SoCal Wings, LLC*, et al. Orange County Superior Court Case No. 30-2011-00511808;
14 *Faulkinbury v. Boyd & Associates* Orange County Superior Court Case No. 05CC00107.

15 21. I and my firms have also been active in establishing precedence in the class action
16 arena, including filing an amicus brief on behalf of the California Employment Lawyers
17 Association in one of the landmark wage and hour class action cases, *Sav-On Drug Stores v.*
18 *Superior Court*, 34 Cal.4th 319 (2004). I was also lead counsel on the matter of *Brennan v. U.S.*
19 *TelePacific*, Orange County Superior Court, 30-2010-00422317; Fourth Appellate District,
20 Division 3, Case No. G046225. This matter was a consumer class action where we successfully
21 argued on appeal to uphold the lower court's ruling denying the defendant's motion to compel
22 arbitration pursuant to the *AT&T v. Concepcion* U.S. Supreme Court decision. I was also lead
23 counsel on the matter of *Faulkinbury v. Boyd & Associates* (2010) 112 Cal.Rptr.3d 72, for which
24 I filed a successful Petition for Review in the California Supreme Court seeking to overturn a
25 denial of class certification. The case was later remanded to the Superior Court with instructions
26 to certify the class. (*See Faulkinbury v. Boyd & Assoc. (Boyd II)* (2013) 216 Cal.App.4th 220.)

27 22. I also was lead counsel in a PAGA bench trial in 2018-2019 in the Orange County
28 Superior Court in the matter of *Levanoff, et al. v. SoCal Wings, et al.*, Case No. 30-2011-00511808-

1 CU-OE-CXC. Following an appeal, I worked cooperatively with the California Department of
2 Industrial Relations attorneys to successfully oppose the employers' motion for costs of litigation
3 against the PAGA representatives and the State.

4 23. I served as the Chair of the Federal Practice sub-committee of the California
5 Employment Lawyers Association ("CELA") from 2010 to 2012. I was an active member of the
6 CELA Wage and Hour Committee from approximately 2011-2017. I have been invited to be a
7 guest speaker at many class action seminars, including those sponsored by Bridgeport, the
8 California Lawyers Association, Orange County Bar Association-Labor and Employment Section
9 and the Federal Bar Association.

10 24. Attorney Kevin Mahoney received his Juris Doctorate from Howard University
11 School of Law in 2002. He worked as an associate at Rose, Klein & Marias from 2005 until his
12 resignation in August of 2009.

13 25. In August of 2009, Mr. Mahony voluntarily resigned from Rose, Klein & Marias
14 and co-founded Mahoney, Perry & Burrows, in Long Beach, California. The firm (now Mahoney
15 Law Group, APC) currently serves as lead counsel and/or co-counsel in numerous wage and hour
16 class action litigation in the Los Angeles Superior Court, Orange County Superior Court, United
17 States District Court for the Central District of California and United States District Court for the
18 Eastern District of Illinois. Some examples of cases where I served as lead and/or co-counsel
19 include: *Denise Mays v Children's Hospital of Los Angeles*, Case No. BC477830; *Romo v*
20 *Durham*, Case No. 2:16-cv-05158-R-SS; *Valerie Brooks v Life Care Centers of America, Inc. et*
21 *al.*, Case No. SACV 12-00659-CJC(RNBx); *Harvey Holt, et al. v. Parsec, Inc.*, Case No. CV-
22 9540-VBF; *Pulido v Front Porch Communities*, Case No. BC607175; *Curiel v Glendora Grand,*
23 *Inc.*, Case No. BC618831, *Branch v PM Realty Group, LP*, Case No. BC575759; *Dorothy Berry*
24 *v. Brierwood Terrace Convalescent Hospital, et al.*, Case No. BC437781; *Dante Booker v The*
25 *Goodyear Tire and Rubber Company*, Case No. BC498399; *Fajardo v Para Los Ninos*, Case No.
26 BC618609; *Manuel Diaz v Excel Sheet Metal, Inc.*, Case No. BC504033; *Florez v Galaxy*
27 *Investments, LTD*, Case No. 30-2015-00814157-CU-OE-CXC; *Fernando Albiar et al. v. Spectrum*
28 *Athletics-Canoga Park, et al.* Case No. BC413860; Gerardo Ortega, et al. v. CR & R Inc., Case

No. BC414434; *William Davis v Pacific Hospital of Long Beach, et al.*, Case No. BC488542; *Kurt Casadine v Maxim Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx); *Deborah Cabanillas v Lakewood Park Manor Healthcare, Inc. et al.*, Case No. BC443859; *Daniel Branch v. Indiana Plumbing Supply, Co. Inc. et al.*, Case No. BC425627; *Butch Calvo v. Providence Health Systems-Southern California, et al.*, Case No. BC419843; *John De La Torre Cri-Help, Inc.*, Case No. BC508430; *Esmerelda Fernandez, et al v Teva Parenteral Medicines, Inc.*, Case No. 30-2010-00412849-CU-OE-CXC; *Kimya Oliver, et al. v. College Health Enterprise, et al.*, Case No. BC406481; *Audi Velazquez v. New Vista Health Services, Inc.*, Case No. BC 424797; *Rick Wilcox, et al. v. Presbyterian Intercommunity Hospital, et al.*, Case No. BC 424796; *Gardner v. Longwood Management Corp.*, Case Nos. BC377127; and *Davis v. Vital Care, Inc.*, Case No. BC385484; *Raenan Guadez, et al v Sega Gameworks, LLC*, Case No. CIVRS1105099; *Erica Teyuca v Pacific Alliance Medical Center, Inc.*, Case No. BC459422; *Yessenia Martinez v Fresh & Easy Neighborhood Market, Inc.*, Case No. CIVRS1104607; and *Maria Zimmerman v Quality Children's Services*, Case No. BC472001.

26. Neither myself nor Mr. Mahoney have never faced any disciplinary action or received any sanction for misconduct or an ethical violation.

27. Mr. Mahoney nor I have no conflicts of interest with the aggrieved employees or with the PAGA representative. Neither Mr. Mahoney nor I are related to the representative Plaintiffs.

28. Neither Mr. Mahoney nor I have any financial interest in the proposed settlement administrator, Apex.

29. Since PAGA claims are brought on behalf of the State, these employees cannot bring their claims individually. PAGA includes a provision awarding attorneys' fees and costs in furtherance of its purpose to supplement its enforcement of California labor laws and protect California employees to insure it is represented by experienced counsel. In my experience, this is the type of case and the type of workers the PAGA statute was designed to protect.

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30. Although a percentage of the common fund fee award is properly based on the Gross

1 Settlement Amount of four hundred sixty thousand seven hundred thirty-three dollars
2 (\$460,733.00), a court can use the Lodestar method to cross-check this amount in determining the
3 request is reasonable. (See *Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480.)

4 31. Under either theory of awarding fees, the case that should govern the court's
5 decision is *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19. *Lealao* stands for the
6 proposition that court-awarded attorneys' fees should approximate what counsel could get on the
7 free market for the same services. (*Id.* at 50.) Specifically, *Lealao* holds that if the Court sets fees
8 under a lodestar, the multiplier should consider what counsel would have earned on the free
9 market. The free market is determined by the percentage of the common fund, not the lodestar
10 amount. (*Id.*) Accordingly, whatever method the Court uses to set fees, the Court should look to
11 what the free market would bear under any circumstances. Even if the Court awards fees under
12 the lodestar method, under *Lealao* the lodestar fees should be adjusted by a multiplier to reflect
13 the percentage of the fund. (*Id.* at 19 and 50.)

14 32. There was a significant amount of work performed by Plaintiffs' counsel. Not less
15 than 103.80 hours (not including the additional hours estimated to be expended on the case regarding
16 the resolution of disputes and payments to the Aggrieved Employees and state) have been expended
17 by Mahoney Law Group, APC on this case for a total lodestar of one hundred forty-two thousand
18 eight hundred twenty dollars (\$142,820.00.) It is anticipated that an additional 7-8 hours of work will
19 be required to finalize this matter including time spent preparing for the approval hearing, following
20 up with the Settlement Administrator to facilitate the settlement payments and responding to
21 aggrieved employee inquiries. Attached hereto as **Exhibit E** is a true and correct copy of Mahoney
22 Law Group, APC's contemporaneous billing records for this matter. Mahoney Law Group's policy is
23 for attorneys to track time in the case management timekeeping feature as the work is being
24 performed. Mahoney Law Group does not permit block billing. The billing records do not include
25 time spent working on this case by paralegal employees, although it is permitting to include that time
26 for purposes of seeking attorneys' fees.

27 33. Mahoney Law Group, APC has extensively litigated wage and hour class action
28 lawsuits in federal and state courts. The rates utilized by Class Counsel are reasonable in light of the

1 rates charged by other counsel in the class action community. Mahoney Law Group, APC typically
2 works on a contingency basis, only recovering fees if successful in the action. This is the agreement
3 Mahoney Law Group, APC has with Plaintiffs in this matter, providing for a contingency fee of
4 33.33%-40%. Contingent-fee cases present the very real risk of working hundreds if not thousands
5 of hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel
6 must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the
7 out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee
8 does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more
9 than a potential that never materializes. First, you must win the case to get a court-awarded fee; even
10 those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there are
11 always pitfalls and unforeseen obstacles that arise along the way, such as settlement offers that the
12 client may accept without ensuring that we receive a reasonable fee or changes in the law that
13 substantially affect the merits of the case, or other uncertainties involving the client. Finally, there is
14 the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-pocket
15 expenses. If that money were to be invested in some sort of financial investment, one would expect
16 a reasonable rate of return on that investment. Here, however, the best we can hope to recover is our
17 money, and then only if we are substantially successful; if we are not, all or part of this "investment"
18 can be lost. A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
19 experience in the relevant community. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.)
20 The court may also consider other factors when determining a reasonable hourly rate, e.g., the
21 attorney's skill and experience, the nature of the work performed, the relevant area of expertise and
22 the attorney's customary billing rates. (*Flannery v. California Highway Patrol* (1998) 61 Cal.App.4th
23 629, 632.) One difficulty in determining the hourly rate of attorneys of similar skill and experience in
24 the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a
25 practical matter, few, if any, employees pay attorneys' fees on an hourly basis for such extensive
26 litigation, and thus retainer agreements in such cases are based on a contingency fee relationship.
27 Therefore, there is no customary billing rate, but the nature of class action work should be strongly
28 considered by the court.

1 34. My experience in litigating employment wage and hour matters has been integral
2 in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally
3 negotiating fair and reasonable class and representative action settlements. Practice in the narrow
4 field of wage and hour litigation requires skill and knowledge concerning the constantly evolving
5 substantive law (state and federal), as well as the procedural law of class and representative action
6 litigation. In this action, I am fully equipped to use the skills and knowledge I have developed
7 through twenty-three years of prosecuting and defending wage and hour class and PAGA actions
8 to fairly and adequately represent the interests of the aggrieved employees. I am also one of the
9 few California attorneys who have brought a PAGA representative action through trial. (*Levanoff*
10 *et al. v. SoCal Wings, et. al.*, Orange County Superior Court Case No. 30-2011-00511808-CU-OE-
11 CXC Therefore, based on my resources, experience, and knowledge, I am well-qualified to act as
12 PAGA Counsel and represent the Plaintiffs and the State and aggrieved employees in this action.

13 35. Throughout the course of this litigation, I estimate that I spent at least 71.9 hours
14 litigating this matter. Accordingly, my lodestar in this matter is one hundred thousand sixty-six
15 thousand dollars (\$100,660.00) ($71.9 \times \$1,400.00 = \$100,660.00$). If I were to charge a rate for
16 this type of work by the hour, given my experience and the focus of my practice, my current hourly
17 rate would be one thousand four hundred dollars (\$1,400.00.) A one thousand four hundred dollar
18 (\$1,400.00) rate is warranted based on my years of litigation experience in a highly specialized
19 area of law.

20 36. Principal Kevin Mahoney spent at least 29.4 hours litigating and supervising this
21 matter. Accordingly, his lodestar in this matter is forty-one thousand one hundred sixty dollars
22 (\$41,160.00) ($29.4 \times \$1,400.00 = \$41,160.00$). If he were to charge a rate for this type of work by
23 the hour, given his experience and the focus of his practice, his current hourly rate would be at
24 least one thousand four hundred dollars (\$1,400.00.) A one thousand four hundred dollar
25 (\$1,400.00) rate is warranted based on his years of litigation experience in a highly specialized
26 area of law.

27 37. The attorneys within our firm are assigned billable hourly rates which are evaluated
28 each year. The rates established are based on years of experience, experience in civil litigation,

1 experience in complex litigation and by hourly rates charged by attorneys with similar skill and
2 experience in the Los Angeles market. In order to set and/or adjust these rates, Mr. Mahoney and
3 the firm Senior Attorneys, including myself, review rates approved in other wage and hour class
4 and PAGA actions in Los Angeles County, federal court and various other third-party sources that
5 set forth average attorney hourly rates for contingent work.

6 38. Mahoney Law Group has spent seven thousand three hundred thirteen dollars fifty-
7 three cents (\$7,313.53) litigating this matter. It is anticipated an additional two hundred fifty
8 dollars (\$250) will be required for future filings and service costs. Attached hereto as **Exhibit F** is
9 true and correct lists of the costs spent litigating this matter which are maintained for each case by
10 the firm's Accounting Department. These expenses include, but are not limited to, filing fees,
11 service fees, mediator fees and expert analysis fees all of which were reasonable and necessary for
12 the litigation of this matter.

13 39. PAGA requires the Court to evaluate whether the penalties procured in a settlement
14 are at least as effective as the protections or remedies provided by state and federal laws and in
15 furtherance of the interests protected which is to deter Labor Code violations and protect
16 employees. (Labor Code §2699.3(b)(4); *Caliber v. Bodyworks, Inc. v. Superior Court* (2005) 134
17 Cal.App.4th 365, 370; *Kim v. Reins Int'l Calif., Inc.* (2020) 9 Cal.5th 73, 83.) Further, PAGA
18 provides the court with broad discretion to reduce and award less than the maximum penalties
19 "based on the circumstances of the particular case, finding to do otherwise would result in an award
20 that is unjust, arbitrary, oppressive or confiscatory." (Lab. Code §2699(e)(2).) Plaintiffs must
21 recognize the reality that courts have broad discretion to reduce the amount of civil penalties
22 proven and frequently do. (*Aguirre v. Genesis Logistics* USDC Case No. SACV-12-00691-JVS
23 (ANx), 2013 WL 10936035 *3 (C.D.Cal., Dec. 30, 2013.)

24 40. In my opinion, based on my experience, this settlement is fair and reasonable as
25 to the State of California and the Aggrieved Employees and it furthers the interests for which
26 the PAGA statute was enacted.

27 **THE PAGA REPRESENTATIVE SERVICE AWARDS ARE REASONABLE**

28 41. Both Plaintiffs Cruz and Cortez originally filed a class action seeking recovery of

1 monetary damages on behalf of all other non-exempt employees of Defendant. Each also filed a
2 separate PAGA action for recovery of civil penalties on behalf of the State and Aggrieved
3 Employees. In both cases the class allegations were dismissed and the matters compelled to
4 arbitration.

5 42. On August 21, 2024, Plaintiff Cruz filed a demand for arbitration of his individual
6 PAGA claims and individual claims under FEHA for disability discrimination.

7 43. Although both Plaintiffs' class allegations were no longer viable, they persisted
8 in litigating the PAGA representative claims on behalf of the State and Aggrieved Employees
9 even though they were aware their personal recovery would be relatively small. Even though
10 both ultimately resolved their individual claims outside of the PAGA claims, the compensation
11 received is likely less than if they had abandoned the PAGA claims and proceeded with litigation
12 of their individual claims only. Their sacrifice resulted in a settlement that furthers the purpose
13 of PAGA to enforce the rights of California workers.

14 44. Plaintiff Cruz maintained regular contact with our office and the attorneys
15 handling the case. He would promptly respond to communications, provided significant
16 documents and insight into the policies and practices of Defendant which allowed us to focus
17 the litigation. Mr. Cruz also displayed a great amount of patience as the early motion practice
18 and subsequent ordering of his individual claims to arbitration caused a substantial delay. I can
19 also say with confidence that throughout the process, Mr. Cruz always acted in the best interest
20 or the other employees and the State in pursuing the PAGA claims.

21 45. On July 21, 2026 I submitted the Settlement to the LWDA through its online
22 document portal advising of the hearing date. As of the date of this declaration, I have not
23 received any objection or response from the LWDA. Attached hereto as **Exhibit G** is a true and
24 correct copy of confirmation of submission of the Settlement Agreement.

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28 ///

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 this 21th day of July, 2026 at Sun City, Arizona.

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7 Katherine J. Odenbreit
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EXHIBIT A

PAGA SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release (hereinafter “Settlement” or “Agreement”) is made and entered into by and between Plaintiffs Julio Andres Cruz (“Plaintiff Cruz”) and Alberto Cortez (“Plaintiff Cortez”) (hereinafter “Plaintiffs”) as a private attorney general on behalf of the State of California pursuant to *Labor Code* section 2698 *et seq.*, the Private Attorneys General Act (“PAGA”) on the one hand, and Defendant Cambridge Real Estate Services, Inc. (“Defendant”) on the other hand. Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

This Settlement shall be binding on Plaintiffs and the State of California to the extent permitted under PAGA and on Defendant subject to the terms and conditions hereof and the approval of the Court.

I. NATURE OF ACTION

1. On August 25, 2022, Plaintiff Cruz sent notice to the Labor and Workforce Development Agency (“LWDA”) giving notice of his intent to pursue a representative PAGA action on behalf of the State of California as well as on behalf of other aggrieved employees.

2. On October 07, 2022, Plaintiff Cortez sent notice to the Labor and Workforce Development Agency (“LWDA”) giving notice of his intent to pursue a representative PAGA action on behalf of the State of California as well as on behalf of other aggrieved employees.

3. On October 31, 2022, Plaintiff Cruz filed a separate complaint that included his own individual claims as well as representative PAGA claims in the Contra Costa County Superior Court and was assigned Case No. C22-02342.

4. On December 22, 2022, Plaintiff Cortez filed a separate complaint that included his own individual claims as well as representative PAGA claims in the Butte County Superior Court and was assigned Case No. 22CV03048.

5. For purposes of this settlement, the Aggrieved Employees or PAGA Members are defined as: all non-exempt employees who were employed by Cambridge Real Estate Services, Inc. in California at any point from August 25, 2021, through Court approval of settlement.

6. Through informal discovery, Defendant provided Plaintiff and PAGA Counsel with information about the number of approximately potentially aggrieved employees (126), the approximate number of pay periods potentially at issue (7,237 pay periods) through the date of settlement, the relevant policy documents, as well as a sample of time and pay data for a representative sample of aggrieved employees.

7. On February 13, 2024, the Parties mediated this case before experienced Mediator Brandon McKelvey and, though an agreement was not reached that day, the parties continued to work together and engaged in further negotiations; and on June 06, 2025, reached a settlement as to the PAGA and individual claims set forth in the December 22, 2022 separate PAGA Complaint filed in Butte County by Plaintiff Cortez. With an agreement that Plaintiff's Cruz PAGA claims in Contra Costa County would be dismissed without prejudice, Plaintiff's Cortez Class complaint currently pending in Federal Court will be dismissed, and Plaintiff Cruz will be added to Plaintiff Cortez's PAGA Only Complaint given that the great majority of potential class members had signed arbitration agreements.

II. REPRESENTATIONS AND DEFINITIONS

1. "Aggrieved Employee," "Aggrieved Employees," "PAGA Member" or "PAGA Members" shall mean all non-exempt employees who were employed by Cambridge Real Estate Services, Inc. in California at any point from August 25, 2021, through Court approval of settlement.

2. "PAGA Representative" or "Plaintiff" shall refer to the named Plaintiffs Julio Andres Cruz and Alberto Cortez.

3. "Defendant" shall mean and refer to Cambridge Real Estate Services, Inc.

4. "Released Parties" shall mean and refer to Defendant and any predecessor, merged, or related entities, including any integrated enterprises, alter egos, or joint employers and its owners, managers, agents, attorneys, contractors, clients, or employees.

5. "Lawsuit" refers to the civil actions pending as follows:

- Contra Costa County Superior Court titled, *Julio Andres Cruz, an individual,*

on behalf of himself and others similarly situated, Plaintiff, v. Cambridge Real Estate Services, Inc., a California Corporation, and DOES 1 through 50, inclusive, Defendants, Contra Costa County Superior Court, Cases No. C22-01788 and C22-02342.

- Butte County Superior Court titled, *Alberto Cortez, an individual, on behalf of himself and others similarly situated, Plaintiff, v. Cambridge Real Estate Services, Inc., a California Corporation, and DOES 1 through 50, inclusive, Defendants, Butte County Superior Court, Cases No. 22CV02316 and 22CV03048.*

6. “PAGA Counsel” shall refer to David Yeremian of David Yeremian and Associates, Inc.; Emil Davtyan and Alvin B. Lindsay of D.Law, Inc.; and Kevin Mahoney and Katherine Odenbreit from Mahoney Law Group, APC.

7. “Counsel for Defendant” and “Defense Counsel” shall refer to Derek Sachs and Elaine McCormick of O’Hagan Meyer.

8. “Covered Period” or “PAGA Period” shall mean the period from August 25, 2021, through Court approval of settlement.

9. “Court” refers to the Butte County Superior Court.

10. “Aggrieved Employee Share” shall mean and refer to each PAGA Aggrieved Employees’ share of the 25% of PAGA penalties allocated to the Aggrieved Employees in accordance with *Labor Code* section 2699(i).

11. “Settlement Administrator” shall refer to APEX Class Action Administration.

12. “Covered Claims” means any and all claims, rights, or causes of action seeking civil penalties under PAGA that were alleged or reasonably could have been alleged for PAGA penalties based on violations of the following *Labor Code* provisions: 201, 202, 203, 204, 206.5, 210, 226, 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and any applicable IWC Wage Order and any other violations of the *Labor Code* that reasonably could have been alleged based upon the facts alleged in the August

25, 2022 PAGA Notice and/or the October 07, 2022 Complaint. (the “Settled Claims” or “Released Claims”). This settlement does not cover any employees’ individual claims including Plaintiffs’ own individual claims.

13. “Eligible Pay Periods” means the total number of pay periods that each Aggrieved Employee received a wage statement during the Covered Period.

14. “Settlement” shall mean this Settlement and Release Agreement.

15. “Effective Date” and “Final” means the later of: (i) if no aggrieved employee files an objection (to the extent permitted by law) then the date the Court enters an order granting approval of the PAGA settlement; (ii) if an Aggrieved Employee objects then sixty-one (61) days following the date the Court enters an order granting approval, assuming no appeal is filed; or (iii) if an Aggrieved Employee objects and either timely intervenes or timely files a motion to vacate the Judgment despite the prohibition against such actions recognized in *Turrieta v. Lyft, Inc.*, 16 Cal. 5th 664, 675 (2024) and nevertheless files a timely appeal, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final and complete judicial approval of the Settlement in its entirety, with no further challenge to the Settlement being possible. In this regard, the Parties intend that the Effective Date of the PAGA Settlement shall not be a date before the Court’s order approving the PAGA Action settlement has become completely final and there is no timely recourse by any person who seeks to contest the PAGA Action settlement.

16. “Service Award” means a monetary amount which Plaintiffs Julio Andres Cruz and Alberto Cortez are eligible to receive for their participation in, and for bringing, the PAGA claims in this lawsuit. This means the \$5,000.00 payment to each named Plaintiff that will be requested on the Approval Motion moving papers. This Service Award is in addition to Plaintiffs’ individual settlement share payments and any payments for providing Defendants with general releases.

17. “Gross Settlement Amount” or “GSA” shall mean and refer to the \$427,000.00 that Defendant is obligated to pay under the terms of the proposed settlement. The Gross Settlement Amount consists of the settlement payment to PAGA Members, settlement administration fees and costs, the \$5,000.00 to each Plaintiff for Service Award (combined total

of \$10,000.00) as to the PAGA Action, payment to the Labor and Workforce Development Agency of its share under the *Labor Code* Private Attorneys' General Act of 2004 ("PAGA", codified at *Labor Code* section 2698, *et seq.*), and attorneys' fees and costs. The Gross Settlement Amount is non-reversionary, such that the entire amount will be disbursed and none will revert to Defendant.

18. Plaintiffs alleged on behalf of the State of California that Defendant failed to pay the aggrieved employees all minimum wages, all overtime wages, failed to provide lawful meal periods and pay meal period premiums at the proper rate, failed to provide lawful paid rest periods and pay rest period premiums at the proper rate, failed to provide complete or accurate itemized wage statements (pay stubs), failed to timely pay all wages owed during and after employment, failed to maintain accurate time records, failed to reimburse business expenses, and otherwise failed to follow all provisions of the California *Labor Code*. Plaintiffs alleges that this underlying conduct gives rise to a claim pursuant to *Labor Code* Section 2698, *et seq.*

19. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit, and denies any liability or intentional wrongdoing. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the Releasees. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendant denies that it has engaged in any unlawful activity, that it failed to comply with the law in any material respect, or that it has any liability to anyone under the claims asserted in the Lawsuit. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant. Nevertheless, Defendant is willing to resolve this matter in accordance with the terms set forth herein.

20. The purpose of this Settlement is to settle and compromise the Lawsuit and all Covered Claims that Plaintiffs, the State of California and the Aggrieved Employees have under

PAGA against Defendant and the Released Parties. Neither the existence of this Settlement nor anything contained in this Settlement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Nothing herein shall constitute an admission by Defendant that the Lawsuit was properly brought as a representative action other than for settlement purposes. Settlement of the Lawsuit, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement or the settlement of the Lawsuit: (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in the operative Complaint in the Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; and (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification, or administration other than for purposes of administering this Settlement.

21. The Parties recognize that the issues presented in the Lawsuit are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation and the claims in this Action.

22. Plaintiffs and PAGA Counsel contend that they have diligently pursued an investigation of the state of California's claims under PAGA against Defendant.

23. Based on their own independent investigations and evaluations and after attending Mediation, Plaintiffs and PAGA Counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate and that it is in the best interests of the Plaintiffs, the Aggrieved Employees, and the State of California in light of all known facts and circumstances and the risks inherent in litigation.

24. In order to comply with the requirements of *Labor Code* Section 2699(I), Plaintiffs shall submit a Motion for Approval of Representative PAGA Settlement to the Court identifying the key terms of this Settlement and Release agreement and requesting that the Court approve the Settlement (“Approval Motion”). The Settlement is contingent upon the approval by the Court. If the Court denies a Motion for Approval of Representative PAGA Settlement due to concerns that the Parties cannot address through non-material modifications of this Agreement and/or will not agree to the dismissal of the claims contained in the Separate PAGA Only Complaints, (i) this Settlement shall be considered null and void; (ii) neither this Settlement Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Settlement Agreement shall stand in the same position, without prejudice, as if this Settlement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Settlement, except for the amount of attorneys’ fees and costs, shall invalidate this Settlement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack. The Parties shall make all possible good faith efforts to resolve any issues raised by the Court during the approval process.

25. In the event that the Court does not grant a Motion for Approval of Representative PAGA Settlement after several attempts and after exhausting all good faith efforts to address any concern raised by the Court, the Parties will be restored to their positions prior to the execution of this Settlement Agreement and the Settlement Agreement shall be null and void and all materials related to seeking approval of the Settlement shall be inadmissible.

III. TERMS OF SETTLEMENT

26. In consideration of the mutual covenants, promises and representations set forth in this Settlement, Plaintiffs, on behalf of the State of California as a Private Attorney General, and Defendant agree to settle and compromise the Lawsuit and the Covered Claims, subject to the

terms and conditions set forth in this Settlement.

27. The Amount of the Settlement. As consideration for the settlement described herein and the release contained in this Settlement, Defendant agrees to pay the Gross Settlement Amount of \$427,000.00 in connection with the PAGA Settlement. The Gross Settlement Amount shall consist of and will be allocated as follows:

- (a) PAGA Counsel's attorney fee request of one-third of the Gross Settlement Amount (\$142,333.33);
- (b) PAGA Counsel's request for reimbursement of reasonable expenses and costs incurred in the Action, as requested by Plaintiffs' counsel and approved by the Court in connection with PAGA Settlement approval.
- (c) PAGA Representative Service Award request of \$5,000.00 per each named Plaintiff, for a total of \$10,000.00;
- (d) Administration costs of up to \$5,000.00 to be paid to the Settlement APEX Class Action Administration; and
- (e) the remainder of the Settlement Payment after deducting the items (a), (b), (c) and (d) above shall be designated as PAGA Penalties or PAGA Penalty Fund and will be allocated between the LWDA and the Aggrieved Employees pursuant to *Labor Code* section 2699(i) with 75% paid to the LWDA and 25% paid to the Aggrieved Employees on a pro-rata basis based upon the number of pay periods worked during the Covered Period also referred to as the PAGA Period.

28. Allocation and Calculation of the PAGA Penalties. From the total PAGA Penalty Fund, 75% will be paid to the LWDA as required by *Labor Code* section 2699(i). The remaining 25% of the PAGA Penalty Fund will be distributed to Aggrieved Employees on a pro-rata basis based upon the number of pay periods worked during the Covered Period also referred to as the PAGA Period. The allocation amongst the Aggrieved Employees shall be determined by dividing the entire PAGA Fund allocated to the Aggrieved Employees by the number of pay periods in the PAGA Period. The resulting amount shall be the Pay Period Amount. Each Aggrieved Employee,

including Plaintiffs, shall receive a pro-rata value equal to the number of pay periods worked during the PAGA Period multiplied by the Pay Period amount (the “Individual Settlement Payments”). All Individual Settlement Payments made to Aggrieved Employees will be reported on an IRS Form 1099-MISC to the extent required by law. Each Aggrieved Employee’s pro-rata share of the PAGA Penalty Fund represents their share of the 25% in PAGA penalties distributable to the aggrieved employees.

29. PAGA Representative Service Award. Plaintiffs Julio Andres Cruz and Alberto Cortez are entitled to request a service award in recognition for their services on behalf of the State of California and the aggrieved employees. Any service award awarded by the Court would be paid out of the Gross Settlement Amount and reported on an IRS Form 1099-MISC basis. Plaintiffs will request of service award in the amount of \$5,000.00 per named Plaintiff; for a combined total of \$10,000.00. Plaintiffs have also provided Defendant with general releases and Section 1542 waivers in connection with separately executed Individual Settlement Agreements.

30. PAGA Counsel’s Fees and Costs. As part of the request for approval of this Settlement, PAGA Counsel will request court approval of one-third of the Gross Settlement Amount, which is \$142,333.33. In connection with settlement approval and as documented by Counsel and approved by the Court, PAGA Counsel will also request reimbursement of reasonable expenses and costs incurred in the Action for costs incurred and/or expected to be incurred by PAGA Counsel in the prosecution of this Action. Should PAGA Counsel request a lesser amount of attorneys’ fees and costs and/or the Court approve a lesser amount, the difference shall be allocated to the PAGA Penalty Fund and distributed accordingly. Any attorneys’ fees and costs awarded to PAGA Counsel, hereinafter referred to as “PAGA Counsel Fees & Costs,” shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Lawsuit and all work remaining to be performed in fully and finally resolving the Lawsuit, including but not limited to securing Court approval of the settlement, appearing at any hearings, making sure that the settlement is fairly and properly administered, defending the settlement in any appeal or other post-approval matter, all other work that PAGA Counsel has

performed or will perform, and all costs that PAGA Counsel has incurred or will incur. Defendant will not object to nor oppose a request for attorneys' fees in the amount of up to one-third of the Gross Settlement Amount nor any request for reimbursement of reasonable expenses and costs incurred in the Action.

31. Tax Treatment of Settlement Amounts. With regard to settlement payments to PAGA Aggrieved Employees reflecting each Aggrieved Employees' share of PAGA penalties, IRS Form 1099-MISCs will be issued if required by the Settlement Administrator. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiffs acknowledge that they have obtained no tax advice from Defendant and that neither Defendant nor its attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant is not responsible for any Aggrieved Employees' tax obligations regarding the allocation of the settlement payments. Payment of PAGA Counsel Fees & Costs will be reflected in a Form 1099 to PAGA Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

IV. RELEASE

32. Release By All Aggrieved Employees. Upon the approval by the Court of this Settlement, Plaintiffs, the State of California and each Aggrieved Employee, for the period from August 25, 2021, through Court approval of settlement, shall fully release and forever discharge the Released Parties from any and all Covered Claims.

33. Release by Plaintiffs and Plaintiffs Individual Settlement. In addition to his participation in the Release By all Aggrieved Employees and except as otherwise provided herein, upon the Effective Date of this Settlement, Plaintiffs have agreed to a separate individual settlement that is intended to compensate Plaintiffs for all individual claims contained in the

Arbitration Demands and any additional claims, whether known or unknown, against Defendant, including but not limited to, separately pled individual wage and hour claims pending in this Actions and a general release that also covers claims for employment discrimination, retaliation, or other individual claims that are not being litigated in this case. As part of the settlement of their individual claims, Plaintiffs are providing a full release of individual claims to the extent permitted by law, other than non-releasable claims such as and including workers' compensation claims, as part of this Settlement.

V. APPROVAL OF THE SETTLEMENT

34. The Parties recognize that in accordance with *Labor Code* Section 2699(I), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court*, 46 Cal.4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement *through* a motion for preliminary or final approval. *See also Mendoza vs. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) (“PAGA authorizes a representative action without the need for class certification.”); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014) (“a PAGA suit is fundamentally different than a class action” in that PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action.”); *Williams vs. Sup. Ct.*, 3 Cal.5th 531, 546-547 (2017) (“PAGA does not make other potentially aggrieved employees parties or clients of plaintiff’s counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class.”).

35. In order to comply with the requirements of *Labor Code* Section 2699(I), Plaintiffs shall file a Motion for Approval of Representative PAGA Settlement identifying the key terms of this Settlement and Release agreement and requesting that the Court approve the Settlement (“Approval Motion”).

VI. THE SETTLEMENT PAYMENT PLAN AND ADMINISTRATION OF THE SETTLEMENT

36. Within 15 calendar days after the Effective Date, Defendant will compile and transmit to the Settlement Administrator an Aggrieved Employee list (“Aggrieved Employee List”) containing: (1) the name; (2) last known home address and telephone number; (3) the number of pay periods worked by an Aggrieved Employee during the Covered Period; and (4) the Aggrieved Employees’ social security numbers.

37. Defendant shall pay to the Settlement Administrator the Gross Settlement Amount within thirty (30) calendar days of the Effective Date (The “Trigger Date”). Once Defendant has complied with its obligation set forth in paragraph 37 and this paragraph, it shall be deemed to have satisfied all of the terms and conditions of this Agreement, shall be entitled to all the protections afforded it under the Agreement, and shall have no further obligations under the Agreement. Without prejudice to any other remedies, both the Settlement Administrator and PAGA Counsel shall hold Defendant harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any failure to timely or properly compensate PAGA Members as provided in this Agreement. The Settlement Administrator shall distribute each Aggrieved Employee Share to the Aggrieved Employees, payment to the LWDA, and the attorneys’ fees and costs awarded by the Court within fifteen (15) days of the Trigger Date.

38. The Settlement Payment checks for each Aggrieved Employee’s Share shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee’s address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. A Notice Letter approved by the Parties, in advance of filing the Approval Stipulation, explaining this Settlement will be included in the mailing of each Aggrieved Employee’s check and submitted to the Court for its review and approval. The date of the initial mailing of the payment check shall be conclusively determined according to the records of the Settlement Administrator.

39. The Settlement Administrator shall ensure that 75% of the PAGA Penalty Fund is paid to the LWDA.

40. Aggrieved Employee Share checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance or reissuance. Any funds associated with checks for the Aggrieved Employees Share of PAGA penalties that have not been cashed within 180 days, will become void. For any Aggrieved Employee whose Aggrieved Employee Share check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

41. Escalator Clause. Defendant represented that there were approximately 126 Aggrieved Employees and approximately 7,237 pay periods as of June 30, 2025. If the number of pay periods as of Court approval of settlement, exceeds the estimate of 7,237 pay periods by more than 10% (e.g. if there are more than 7,961 pay periods), Defendants agree to increase the Gross Settlement Amount on a pro-rata basis equal to the increase in number of pay periods relative to the estimate minus the 10%. By way of example, if there turn out to be 8,684 pay periods, the settlement shall be increased by 20% $((8,684 \text{ pay periods} / 7,237 \text{ estimated pay periods} \times 100\%) - 10\%)$, which is the amount of increase relative to the initial estimate minus the 10% buffer. The Parties agree that if the Gross Settlement Amount increases under this escalator clause, Class Counsel's attorneys' fees will be based on the increase Gross Settlement Amount. As an alternative, the Parties agree that Defendant retains the option to shorten the PAGA period to a point where this escalator clause is not triggered.

VII. DUTIES OF THE PARTIES PRIOR TO APPROVAL

42. Promptly upon execution of this Settlement, Plaintiff shall file a Motion for Approval of Representative PAGA Settlement. The Parties shall apply to the Court for the entry of an order and final judgment approving this Settlement as required by *Labor Code* section 2699(l). Plaintiff shall prepare and file a Motion for Approval of Representative PAGA Settlement. The Approval Motion will request Court approval of the following:

- a. Approving the terms of this Settlement and Release Agreement;
- b. Approving the amount of PAGA Counsel Fees & Costs;
- c. Appointing APEX Class Action Administration as the Settlement Administrator and approving the amount of Settlement Administration Costs;
- d. Dismissal of the Class Claims or other non-PAGA claims if not separately handled by prior Court approval; and
- e. Entering Final Judgment.

43. In conjunction with the Motion for Approval of PAGA Settlement, the Parties will submit a proposed Final Judgment requesting the entry of judgment on the PAGA claims in the amount of \$427,000.00 in favor of Plaintiff and the State of California.

44. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions hereof.

VIII. MUTUAL FULL COOPERATION

45. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein.

X. NO ADMISSION

46. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the Releasees. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendant denies that it has engaged in any unlawful activity, that it failed to comply with the law in any material respect, or that it has any liability to anyone under the claims asserted

in the Lawsuit. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant.

XI. NON-EVIDENTIARY USE

47. Whether or not the Effective Date occurs, neither this Agreement nor any of its terms, nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Lawsuit, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement nor against Plaintiff in this Action.

XI. NULLIFICATION

48. If (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties (except for the amount of attorneys' fees, costs, settlement administration costs, or the proposed service award), or (b) the Court's approval of this Settlement is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of attorneys' fees and costs, settlement administration expenses, or the Plaintiff's proposed service award, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

XII. ATTORNEYS' FEES, COSTS AND EXPENSES

49. Except as specifically set forth herein, each party shall bear their own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them arising out of the Lawsuit, and shall not seek reimbursement thereof from any other party to this Agreement. However, to the extent that any party must enforce the terms of this agreement, the prevailing party in such enforcement action will be entitled to their attorneys' fees and costs.

XIII. CONSTRUCTION

50. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiffs (on behalf of themselves and the State of California) and Defendant regarding actual or potential claims asserted by Plaintiffs against Releasees. Excluding the Arbitration Agreement entered into by the Parties prior to the commencement of this lawsuit and the Individual Settlement Agreements that covers Plaintiffs individual claims and will be disclosed to the Court, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims. Consequently, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

XIV. CAPTIONS AND INTERPRETATIONS

51. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

XV. MODIFICATION

52. This Settlement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the

Parties hereto.

XVI. MISCELLANEOUS

53. Limited Waiver of Right to Appeal. Provided that the Judgment ultimately entered in this Action is consistent with the terms and conditions of this Agreement, specifically including the Plaintiffs Service Award, the PAGA Counsel's Fees and PAGA Counsel's expense reimbursement, the Parties and 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 or to oppose and/or appeal any adverse rulings related to any third parties attempts to intervene or object to the Parties' proposed settlement or any of its terms.

54. Use and Return of PAGA Data. Documents provided to PAGA Counsel under the Mediation Privilege shall be deleted 1 year and 30 days after the entry of any amended judgment under *Code of Civil Procedure* section 384.

55. This Settlement contains the entire agreement between the Parties relating to the Settlement of the Covered Claims and all PAGA claims in the Parties' lawsuit, and all prior or contemporaneous agreements (except any Arbitration Agreement and Plaintiffs disclosed Individual Settlement Agreements that will be filed by Defendant under seal upon Court's request), understandings, representations, and statements, whether oral or written and whether by a party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters that would alter or change the terms of this Agreement. No representations, warranties, or inducements have been made to any party

concerning this Agreement other than those expressly set forth or referred to herein.

56. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

57. This Settlement may be executed in counterparts either via a wet written signature or an electronic signature (such as via Dropbox Sign or DocuSign). When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

58. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

59. The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement. As such, both Parties agree that they bear the risk of mistake and that they each agree to bear such risks, including all potential risks associated with this Settlement, equally.

60. The Butte County Superior Court shall retain jurisdiction to enforce this Agreement pursuant to California *Code of Civil Procedure* section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: November 13, 2025

Julio Andres Cruz

JULIO ANDRES CRUZ
as PAGA Representative

DATED: _____, 2025

ALBERTO CORTEZ
as PAGA Representative

DATED: November 17, 2025



For CAMBRIDGE REAL ESTATE SERVICES, INC.
Name: Jeffrey Passadore
Title: President

APPROVED AS TO FORM AND CONTENT:

DATED: November 13, 2025

Katherine Odenbreit

Kevin Mahoney, Esq.
Katherine Odenbreit, Esq.
MAHONEY LAW GROUP, APC.
Counsel for Plaintiff Julio Andres Cruz

DATED: _____

David Yeremian, Esq.
Alvin B. Lindsay, Esq.
DAVID YEREMIAN & ASSOCIATES, INC.
D.LAW, INC.
Counsel for Plaintiff Alberto Cortez

DATED: November 13, 2025



Derek Sachs, Esq.
Elaine McCormick, Esq.
O'HAGAN MEYER
Counsel for Defendant

DATED: November 13, 2025

Julio Andres Cruz

JULIO ANDRES CRUZ
as PAGA Representative

DATED: November 17, 2025

Signed by:

Albert Cortez

3025A44D0DAF402...

ALBERTO CORTEZ
as PAGA Representative

DATED: November 17, 2025

Jeffrey Passadore

For CAMBRIDGE REAL ESTATE SERVICES, INC.

Name: Jeffrey Passadore

Title: President

APPROVED AS TO FORM AND CONTENT:

DATED: November 13, 2025

Katherine Odenbreit

Kevin Mahoney, Esq.
Katherine Odenbreit, Esq.
MAHONEY LAW GROUP, APC.
Counsel for Plaintiff Julio Andres Cruz

DATED: November 17, 2025

David Yerejian

David Yerejian, Esq.
Alvin B. Lindsay, Esq.
DAVID YEREMIAN & ASSOCIATES, INC.
D.LAW, INC.
Counsel for Plaintiff Alberto Cortez

DATED: November 13, 2025

Derek Sachs

Derek Sachs, Esq.
Elaine McCormick, Esq.
O'HAGAN MEYER
Counsel for Defendant

Title	Mahoney Law Group has sent you a document to review and sign...
File name	PAGA Settlement A... sig 11.12.25.pdf
Document ID	ecee3be13f3b90a220ffece4be66fa6a3dad2020
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested on app.practicepanther.com and signed on app.practicepanther.com

Document History



SENT

11 / 12 / 2025

22:06:08 UTC

Sent for signature to Julio Andres Cruz (cruz6984@yahoo.com)
from julian.mahoney@mahoney-law.net
IP: 71.95.189.234



VIEWED

11 / 12 / 2025

22:16:03 UTC

Viewed by Julio Andres Cruz (cruz6984@yahoo.com)
IP: 73.12.248.12



SIGNED

11 / 13 / 2025

18:08:25 UTC

Signed by Julio Andres Cruz (cruz6984@yahoo.com)
IP: 174.236.244.57



COMPLETED

11 / 13 / 2025

18:08:25 UTC

The document has been completed.

EXHIBIT B

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

This settlement does not release any individual claims that you might have against the Company outside of PAGA.

Dear Current or Former Employee of CAMBRIDGE REAL ESTATE SERVICES, INC:

You have received this notice because CAMBRIDGE REAL ESTATE SERVICES, INC. (“Defendant”) records indicate that you have worked for CAMBRIDGE REAL ESTATE SERVICES, INC. at some time between August 25, 2021 through January 20, 2026 (“the Settlement Period”). The parties to the lawsuits titled *Cruz v. Cambridge Real Estate Services, Inc.*, Contra Costa County Superior Court, Cases No. C22-01788 and C22-02342; and *Cortez v. Cambridge Real Estate Services, Inc.*, Butte County Superior Court, Case No. 22CV03048 (the “Actions”), have reached a settlement that affects you. Plaintiff Julio Andres Cruz (“Plaintiff Cruz”) and Alberto Cortez (“Plaintiff Cortez”) (hereinafter “Plaintiffs”), as proxies of the State of California and on behalf of current and former non-exempt employees who worked for Defendant during the Settlement Period (“Settlement Group Members”), sued Defendant for civil penalties under the California Private Attorneys General Act (“PAGA”) for alleged failure to properly pay minimum and overtime wages, failure to pay earned wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse business expenses. Prior to initiating the lawsuit, on August 25, 2022, Plaintiff Cruz submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), and on October 07, 2022, Plaintiff Cortez submitted a similar letter, pursuant to PAGA, to provide notice of their intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 206.5, 210, 226, 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Numbers: LWDA-CM-904085-22 by Plaintiff Cruz and LWDA-CM-912705-22 by Plaintiff Cortez (the “PAGA Notices”).

Defendant strongly disputes Plaintiffs’ allegations and maintains that they have fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Actions. However, to avoid the time and expense associated with further litigation, Plaintiffs and Defendant agreed to settle the case, which settlement has been approved by the Court.

Pursuant to the release approved by the Court, Plaintiffs, as a proxies for the State of California and on behalf of all PAGA Employees, released the Released Parties from any and all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA arising between August 25, 2021 through January 20, 2026 that were asserted in the Actions or that are reasonably related to the facts alleged in the Actions, based on the PAGA Period facts stated in the Operative Consolidated Complaint, and the PAGA Notices, for claims under Labor Code sections California Labor Code sections 201, 202, 203, 201, 202, 203, 204, 206.5, 210, 226, 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and the applicable Industrial Welfare Commission Wage Orders.

The Released Parties are CAMBRIDGE REAL ESTATE SERVICES, INC. and any predecessor, merged, or related entities, including any integrated enterprises, alter egos, or joint employers and its owners, managers, agents, attorneys, contractors, clients, or employees.

According to Defendant's records, you are a PAGA Employee and are therefore entitled to a share of the settlement. Enclosed is a check representing your share of the settlement. The check shall remain valid for one hundred and eighty (180) days, until [insert date]. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the California State Controller's Unclaimed Property Fund in the name of the employee who did not cash the check. **You will not be retaliated against for cashing your check.** One hundred percent (100%) of your share of the settlement shall be deemed penalties and reported as miscellaneous income for which an IRS Form 1099 will be issued, if required by law. You shall be solely and legally responsible for paying any and all applicable taxes on your share of the settlement.

Pursuant to the Settlement Agreement, Defendant will pay the Gross Settlement Amount of **\$460,733.00** in full and final settlement of the PAGA claim as alleged in the Operative Consolidated Complaint and PAGA Notice Letters to the LWDA. From the Gross Settlement Amount, the Court has approved \$153,562.31 or PAGA Counsel Attorney's Fees Award; **\$XXX.00** for PAGA Counsel Litigation Costs Award; \$5,000.00 per each named Plaintiff for PAGA Representative Service Award request, for a total of \$10,000.00; and \$4,990.00 for Administration Costs. Therefore, the Net Settlement Amount of the PAGA penalties, after court-approved administrative costs and attorney's fees and costs, is **\$XXXX**. Under the PAGA statutes, penalties are divided between the State of California and PAGA employees, with the State receiving 75% of the penalties; and 25% to be distributed to the PAGA Employees.

The Labor and Workforce Development Agency of California shall receive **\$XXX.00** and the 64 PAGA Employees shall receive **\$XXX**, distributed on a pro-rata basis based on the respective number of pay periods during which an Aggrieved Employee worked for Defendant during the PAGA Period. The estimated payment to the aggrieved employees averages **\$XXX**. The Settlement Administrator calculated your individual PAGA payment by (a) dividing the amount of the 25% share of PAGA penalties (**\$XXXX**) by the total number of PAGA Pay Periods at issue (8,590) for all PAGA Employees during the PAGA Period and (b) multiplying the result by each individual Employee's PAGA Pay Periods at issue. **Your Individual PAGA Payment is estimated to be \$** [redacted] **.** This estimate is based on Defendant's records showing that you worked [redacted] Pay Periods during the PAGA Period.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit. **Please be advised that an Aggrieved may not opt-out or be excluded from the PAGA Settlement.**

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any questions, please contact:

Apex Settlement Administrators: 18 Technology Drive, Suite 154; Irvine, CA 92618
Toll-Free Phone Number: 800-355-0700

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT OR CLERK REGARDING THE CASE.

EXHIBIT C



Kevin Mahoney, Esq.
562.590.5550 phone
562.590.8400 facsimile
kmahoney@mahoney-law.net

August 25, 2022

LWDA Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY
<http://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 7019 2970 0000 2983 3314

Return Receipt Requested

Cambridge Real Estate Services, Inc. dba Cambridge RES, Inc.
1107 NW 14th
Portland, OR 97209

VIA CERTIFIED MAIL # 7019 2970 0000 2983 3338

Return Receipt Requested

Cambridge Real Estate Services, Inc. dba Cambridge RES, Inc.- Agent for Service
PO Box 2968
Portland, OR 97208

VIA CERTIFIED MAIL # 7019 2970 0000 2983 3307

Return Receipt Requested

Cambridge Real Estate Services, Inc. dba Cambridge RES, Inc.- Agent for Service
2710 Gateway Oaks Dr Ste 150 N
Sacramento, CA 95833

Re: *Cruz v. Cambridge Real Estate Services, Inc. dba Cambridge RES, Inc.*

**AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; Cambridge Real Estate Services, Inc. dba Cambridge RES, Inc.

From: Julio Andres Cruz, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Julio Andres Cruz ("Mr. Cruz" or "Employee"), who intends to file a complaint alleging various Labor

Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Cambridge Real Estate Services, Inc., dba Cambridge RES, Inc. (hereinafter “Cambridge” or “Employer”) is an Oregon corporation that operates residential property management. Mr. Cruz began his employment with Employer on or around January 23, 2019 until the end of employment on or around August 25, 2021.

Mr. Cruz alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 227.3, 510, 512, 1174, 1194 and 2802, by failing to pay aggrieved employees all wages owed, including minimum wage and overtime, failing to provide rest periods, failing to provide accurate wage statements and maintain accurate payroll records, failing to pay all wages owed at end of employment, and failing to reimburse for necessary business expenditures. Mr. Cruz and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay aggrieved employees for all hours worked, in accordance with California law, including both minimum wage and overtime

Employer failed to pay other aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Employer failed include non-discretionary bonuses for purposes of paying legally mandated overtime. *Huntington Memorial Hospital v. Superior Court of Los Angeles*, 131 Cal. App. 4th 893 (2005). The incorrect overtime rate resulted in lost wages to aggrieved employees.

Employer's failure to pay minimum wage and applicable overtime rates to aggrieved employees as detailed above is actionable under PAGA as a violation of Labor Code sections 227.3, 510, and 1194.

B. Employer failed to provide aggrieved employees with compliant meal and rest periods, or premium compensation in lieu thereof, in accordance with California law.

Mr. Cruz alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their work. Mr. Cruz alleges that he and other aggrieved employees routinely did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.). Mr. Cruz and other aggrieved employees, regularly received late meal periods or had their meal periods interrupted to tend to work.

Further, Mr. Cruz alleges that he and other aggrieved employees regularly had their rest breaks interrupted due to supervisors requiring employees to complete.

When employees were prevented from taking timely and complete meal and rest periods, they did not receive premium pay as compensation for the missed meal and periods. Mr. Cruz alleges he and other aggrieved employees were not compensated with premium pay for every meal period and rest period that was not timely provided or interrupted. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide aggrieved employees compliant wage statements

As a result of Employer's failure to pay all wages owed, as described herein, Employer further failed to keep accurate payroll records and failed to provide Mr. Cruz and other aggrieved employees with complete and accurate itemized wage statements showing the actual hours worked, premium wages earned per pay period, the accurate net and gross wage earned per pay period, and the accurate rate of pay for each hour worked. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

D. Employer failed to provide pay all wages owed at the time their employment ended to aggrieved employees

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, 203, and 204, due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended. At the time of Mr. Cruz and other aggrieved employees' separation from employment, they were entitled to wages for the time worked during the rest breaks or the premiums paid in lieu of missed/interrupted breaks. However, Employer failed to pay such wages at the end of aggrieved employees' employment.

E. Employer failed to reimburse aggrieved employees for necessary business expenditures

Here, aggrieved employees were forced to shoulder the burden Employer's cost of doing business by using their personal phones, maintaining and washing Employer's uniform, and using their personal vehicles without reimbursement. Mr. Cruz and aggrieved employees were not reimbursed by Employer for said necessary expenditures. Due to the abovementioned, Employer failed to reimburse aggrieved employees for necessary business expenditures.

F. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Cruz becomes aware of additional compensation owed or losses incurred by him or by any other aggrieved employee of the Employer, Mr. Cruz expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

August 25, 2022

Page 4 of 4

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Kevin Mahoney, Esq.
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: kmahoney@mahoney-law.net

Sincerely,



Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC

EXHIBIT D

**DAVID YEREMIAN
& ASSOCIATES INC**

535 N BRAND BLVD STE 705
GLENDALE CA 91203

818 230 8380
818 230 0308 FAX

DAVID@YEREMIANLAW.COM; ALVIN@YEREMIANLAW.COM

October 7, 2022

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128>

(by certified mail to Cambridge Real Estate Services, Inc.)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Cambridge Real Estate Services, Inc.
1107 NW 14th Ave.
Portland, Oregon 97209
Certified Mail Tracking Number: 7019 2970 0000 5059 5328

Jeffrey Passadore
Designated Agent for Service for: Cambridge Real Estate Services, Inc.
1417 NW Marshall Street
Portland, Oregon 97209
Certified Mail Tracking Number: 7019 2970 0000 5059 5342

**Re: Labor Code § 2698, et seq. Penalties – PAGA Notice Letter to the LWDA
Alberto C. Cortez v. Cambridge Real Estate Services, Inc.
Superior Court for the County of Orange**

Gentlepersons:

This office represents Plaintiff Alberto C. Cortez (“Plaintiff”) and other similarly aggrieved employees employed as non-exempt, hourly maintenance technicians and in related positions at Defendants’ property locations in California (collectively “Aggrieved Employees”) for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants, Cambridge Real Estate Services, Inc. (“Cambridge” or “Defendant”) and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff's Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Butte County Superior Court, and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff's class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

The Aggrieved Employees worked as hourly, non-exempt building and grounds maintenance employees and in other similar and related positions for Defendants. Plaintiff, and upon information and belief other similarly situated Employees, were required to perform various operational and maintenance related work tasks for Defendants' properties throughout California. Plaintiff has resided in Butte County, California and was generally employed by Defendants throughout his employment based out of Defendants' properties there. He and the other similarly situated Aggrieved Employees were generally asked to perform building and grounds maintenance and property management tasks along with performing repair and construction and common area upkeep tasks at Defendants' various property locations in California. He consistently worked at Defendants' behest without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the other similarly situated Aggrieved Employees were employed by Defendants and (1) shared similar job duties and responsibilities (2) were subjected to the same policies and practices (3) and endured similar violations at the hands of Defendants as the other Aggrieved Employees who served in similar and related positions.

More specifically, Defendants required Plaintiff and the Aggrieved Employees to work off the clock and failed to record accurate time worked by these Employees, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and provided Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Aggrieved Employees with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

During the course of Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees in similar property management and maintenance and related positions at their properties in California.

Plaintiff was generally scheduled to work eight to ten hour shifts, for at least five days a week and more as required, but Employees worked significantly longer than their scheduled shifts and for which they were actually paid. Plaintiff was also scheduled approximately once or twice per month to work a week of on-call shifts, thus totaling approximately 10 shifts per month. In these instances, he was provided a phone or a company radio and was instructed to keep it on all night long and to respond immediately when called. During these on-call hours, Plaintiff was not permitted to engage in personal activities, and on occasion has even been required to leave church to respond to a purported emergency. During these hours, Plaintiff was also expected to remain within a half hour drive of the assigned property locations so that he could respond promptly. Plaintiff was not compensated by Defendants for being on call, and could only input timekeeping entries when he left to respond to a call. When working at an assigned property during his normal work week, Defendants would also require him to perform work tasks before and after his work shifts, and during on-call periods, he was also required to remain under Defendants' control and to work off the clock without being paid for those hours worked, including the time he was required to remain on-call and prepare to respond promptly to any calls. Other off the clock work occurred when Plaintiff was required to travel to and in between and then work at various other California properties during a work shift, and Defendants have neglected to pay to Aggrieved Employees for their work during these times.

Despite scheduling employees to work for more than eight hours on their shifts, Defendants expected Employees to arrive at work before their scheduled shift times to prepare for their work shifts so they were working by the time the shift commenced. Defendants' managers also required Plaintiff to continue working past the scheduled shift end times to perform various job duties, and he was also expected to return to work locations when he received calls.

In addition to this pervasive off the clock work, Defendants' managers regularly contacted Plaintiff by phone or radio during off duty hours before and after his shift hours to address work issues or scheduling or other job duty related items. During relevant work periods, Plaintiff was expected to remain on call and promptly respond to these calls and inquiries even if he was attempting to take a meal break or rest break. Additionally, during work shifts when Plaintiff was required to travel from one property location to another, he was not compensated for his travel time between locations. Defendants thus failed to pay for all hours worked by Aggrieved Employees and failed to pay any overtime hours worked at applicable premium rates. Plaintiff recalls thinking that every wage statement and check he received seemed to reflect many fewer hours than he actually worked, and that the times were rounded and adjusted to conform generally to scheduled work shifts. In fact, timekeeping entries to be recorded by Employees logging into a computer and inputting shift start and end times, which were required to conform generally to scheduled work times rather than actual ones.

In addition to the above described rounding and time shaving and off the clock work, Plaintiff was also required by Defendants to clock out at a specific time such as noon for lunch on all his shifts so that it would appear he received a timely meal break when in fact he either did not receive a meal period or took it well after five hours into his work shift. Upon information and belief, Defendants committed similar violations and followed similar unlawful procedures in connection with the other Aggrieved Employees. When Aggrieved Employees were under Defendants' control without being compensated, including to respond to work demands during

off-duty times or during attempted breaks, this resulted in additional compensable time that was not compensated as hours worked by Defendants. As Defendants did not permit the Employees to review any of their timekeeping entries after they were submitted, Plaintiff had no way of knowing if his hours were being accurately recorded and paid for payroll purposes.

Defendants' unlawful timekeeping practices consistently applied to all Employees, as managers and supervisors expected time submissions to reflect they worked from their scheduled shift start time to the scheduled shift end time. Additionally, Defendants' policy of requiring Aggrieved Employees to submit nothing but shift start and end times that generally conformed to shift schedules and the pervasive off the clock work addressed above, along with the on-call duty days worked, further resulted in Plaintiff working past eight hours in a work shift or forty in a work week without being paid at the required overtime rate. In fact, Plaintiff's manager was very strict on hours worked and recorded and would constantly instruct employees that overtime hours were not an option and the timekeeping system did not record actual punch times by a badge swipe or other mechanism. Instead, Plaintiff was compelled to simply input specific times for shift start and end times and meal periods, and he would get in trouble with his manager if these entries did not reflect scheduled hours rather than actual hours.

Plaintiff was therefore not paid for all his hours worked at the required minimum, overtime and double time wage rates due to Defendants' policy and practice of requiring him to work off the clock and without pay and by unlawful rounding of hours, and Defendants thus also failed to keep required records of hours worked. Defendants also failed to pay Plaintiff at the required overtime rates for all hours over eight in a shift, or over forty in a work week. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. The hours reflected on Plaintiff's wage statements rarely comported with his own records or recollection of them, and the wage statements confusingly combined identified different types of hours worked at different rates without explanation. Plaintiff remained confused as to how his overtime was calculated and paid, and was compelled to simply look to ensure he was paid at least 40 hours for each week as scheduled.

Therefore, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked, and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock work Defendants' required and the actual hours Plaintiff worked, or have otherwise declined to produce them to Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked, and by deducting time for meal periods that were not lawfully provided, Defendants have committed knowing and

intentional ongoing violations of the record keeping requirements under the Labor Code, including section 1174.

The failure to pay for all hours worked and underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations throughout California. As a result of the above described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock at their regular rates.

Defendants also failed to provide Aggrieved Employees with their required first and second meal periods, and their first, second, and third required rest breaks. The above described off the clock work contributed to Defendants' common policy of failing to provide lawful meal periods to Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and the Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

Aggrieved Employees generally worked shifts that entitled them to receive at least one meal period and two rest breaks. However, Defendants failed to provide all required meal periods and rest breaks to them. Defendants' uniformly applied policies and practices systematically failed to provide required duty-free meal periods to Aggrieved Employees, and Defendants did not even attempt to schedule meal periods. Instead, Aggrieved Employees were expected to continue working throughout their shifts and to input meal period start and end times showing compliant meal periods when in fact they were never taken or they were taken well after five hours into a work shift or were otherwise shortened unlawfully, including by requiring Aggrieved Employees to remain under Defendants' control and respond to work demands or telephone or radio calls. If and when Plaintiff was able to attempt to take a meal break, it was therefore also not duty-free. Defendants therefore failed to provide meal periods, provided them untimely, or else provided impermissibly shortened meal periods where employees remained on-call to perform duties when needed and had to hurry back to work. Upon information and belief, the Aggrieved Employees endured similar meal period violations at Defendants' hands. On the occasions when Aggrieved Employees worked over ten hours on a shift, they did, Defendants failed to provide them with a second uninterrupted and duty-free and timely meal period.

Defendants thus followed uniformly applied policies of not providing all required meal periods to their Employees. Meal periods were often not provided at all during a work shift, as work and production demands required Employees to work through breaks. However, even when Aggrieved Employees were able to take a meal period, it was provided for less than the required 30 minutes or was otherwise interrupted by work duties, and Employees were not free to leave the property premises during breaks.

Defendants also failed to authorize and permit Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. There were similar issues with the required net-ten minute rest breaks that Aggrieved Employees were unable to take as with meal periods. Defendants also failed to authorize and permit Aggrieved Employees to take their required duty-free, net ten minute rest periods. Rest breaks were not scheduled, as Defendants' policy was not to provide them, and Defendants did not emphasize the requirement to provide at least one ten minute duty-free rest period for each four hour duty period, or major fraction thereof.

Defendants also failed to authorize and permit Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. There were similar issues with the required net ten-minute rest breaks that Aggrieved Employees were unable to take as with meal periods. This was exacerbated by the fact that Defendants made no efforts to schedule and otherwise authorize and permit Aggrieved Employees to take their required ten minute rest breaks. Defendants also failed to authorize and permit Aggrieved Employees to take their required duty-free, net ten-minute rest periods. As rest breaks were not scheduled, Defendants' policy was not to provide them, and management did not emphasize the requirement to provide at least one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If and when Plaintiff was permitted to take a ten-minute rest break on a shift, he was not permitted to take a second one or a third one or any breaks were untimely or impermissibly shortened.

Therefore, the job requirements and duties required of Aggrieved Employees, and the demands from supervisors, manifested a failure to authorize and permit Aggrieved Employees to take all their required rest breaks. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions. Defendants also failed to authorize and permit Employees to leave the property premises during rest breaks, or else prevented them from doing so, thus further evidencing Defendants' policy and practice of requiring Aggrieved Employees to remain under their control during required off-duty rest breaks.

Defendants also had a common policy and/or practice of unlawfully collecting or deducting wages from Aggrieved Employees. As discussed above, Defendants required off the clock work, and by unlawfully rounding and not compensating Aggrieved Employees for all hours worked, and by miscalculating and under-recording overtime, and automatically deducting for unprovided meal periods, Defendant unlawfully deducted wages earned by and owed to the Aggrieved Employees, in violation of Labor Code § 221. Defendants' common policy and/or practice of understating the hours worked by Aggrieved Employees has given rise to further ongoing violations of Labor Code § 221.

Defendants failed to provide Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, unlawful rounding, failure to pay all overtime, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks. Time clock punches were not maintained or were not accurately maintained for work shifts and meal

periods, which were automatically presumed by Defendants to have been lawfully provided when they were not. Defendants also failed to accurately record and pay for all regular and overtime hours worked by Aggrieved Employees.

Defendants have thus made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods, which were automatically presumed by Defendants to have been lawfully provided when they were not. Defendants also failed to accurately record and pay for all regular and overtime hours worked by Plaintiff and the Aggrieved Employees.

Defendants have thus also failed to comply with Labor Code § 226(a) by issuing wage statements that inaccurately reported total hours worked and total wages earned by Aggrieved Employees, along with the appropriate applicable rates, among other requirements. Plaintiff and Aggrieved Employees are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees.

Defendants also required Plaintiff and the Aggrieved Employees to work hours off the clock for which they were not compensated, including unlawfully rounded time or time or other off the clock work, and during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a work day, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws. In view of the above addressed violations, Defendants have also failed to pay all wages owed to Plaintiff and the Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204.

Defendants have regularly required Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. Defendants required Aggrieved Employees to use their cellular phones to conduct work related business and to receive scheduling and assignments when they did not have company phones or radios. Defendants and their managers also consistently required Plaintiff to drive to other properties during his shifts and to return to work property locations after hours when on call. However, Defendants failed to reimburse Plaintiff, and upon information and belief the other Aggrieved Employees, for all mileage and personal vehicle related expenses they were required to incur when traveling on-duty at Defendants' behest. Defendants also failed to reimburse Plaintiff for usage of his personal tools that were required to complete his work duties. Plaintiff was

frequently required to use his own vehicle for performing work related job duties, including driving between Defendants' property locations and back, and was never reimbursed for gas and mileage or vehicle wear and tear. Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines "Hours Worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit."

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control and due to the work demands placed upon them by Defendants' management and during breaks. Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Aggrieved Employees, including by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime and double time. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates, or of miscalculating them by not including all forms of remuneration in the regular rate of compensation. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required

Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7, 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or

were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond to job requirements.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” As discussed above, Defendants unlawfully received and/or collected wages from the Aggrieved Employees by implementing a policy understating the hours worked and by requiring off the clock work and miscalculation of the regular rate for overtime and meal and rest premium payments, as alleged above. Aggrieved Employees had their wages unlawfully deducted when Defendants recorded fewer hours worked in the timekeeping records than were in fact worked. By not compensating Employees for all hours worked and failure to pay for hours spent under Defendants’ control, or by miscalculating and underpaying overtime, Defendants unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221.

In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee’s wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants’ violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Any wage statements given to Employees by Defendants necessarily failed to accurately account for wages, overtime, and premium pay, including by failing to pay for all hours worked, failure to pay for all overtime hours worked or at the correct rate of pay and for providing deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above. Defendants also committed facial violations of section 226 by failing to list the address of the Employer and its legal name and also failing to list pay period beginning dates.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys’ fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work and deductions from hours worked perpetrated by Defendants' management, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and that he was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by unlawful rounding and off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain

records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave

Defendants violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Defendants have also failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty." Plaintiff accordingly seeks this relief available for Defendants' failure to provide Aggrieved Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work related expenses they incurred. Defendants required Plaintiff and the Aggrieved Employees to use their cellular phones to conduct work related business and to receive scheduling and assignments when they did not have company phones or radios. Defendants and their managers also consistently required Plaintiff to drive to other properties during his shifts and to return to work property locations after hours when on call. However, Defendants failed to reimburse Plaintiff, and upon information and belief the other Aggrieved Employees, for all mileage and personal vehicle related expenses they were required to incur when traveling on-duty at Defendants' behest. Defendants also failed to reimburse Plaintiff for usage of his personal tools that were required to complete his work duties. Plaintiff was frequently required to use his own vehicle for performing work related job duties, including driving between Defendants' property locations and back, and was never reimbursed for gas and mileage or vehicle wear and tear.

Defendants systematically and uniformly failed to reimburse those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting

from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 201.3, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2698 et seq., including as follows:

(a) **Wage Claims:** For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) **Meal and Rest Period Claims:** For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) **Inaccurate Wage Statements and Failure to Maintain Records:** For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved

Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(g) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

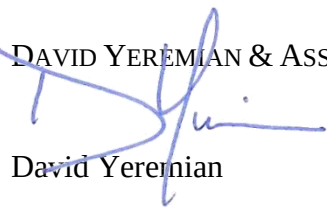
This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related

provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Cambridge Real Estate Services, Inc. and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

DAVID YEREMIAN & ASSOCIATES, INC.



David Yeremian

Cc: Cambridge Real Estate Services, Inc. by Certified Mail

EXHIBIT E

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	7/16/2026	0.4	\$1,400.00	\$560.00	Katherine J. Odenbreit
Settlement DRAFT MOTION FOR APPROVAL OF PAGA SETTLEMENT.	BILLABLE	7/16/2026	1.8	\$1,400.00	\$2,520.00	Katherine J. Odenbreit
Settlement DRAFT PROPOSED ORDER/JUDGMENT GRANTING APPROVAL OF PAGA SETTLEMENT.	BILLABLE	7/16/2026	1.2	\$1,400.00	\$1,680.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO CO-COUNSEL REGARDING MOTION FOR APPROVAL OF PAGA SETTLEMENT.	BILLABLE	7/16/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement PULL FIRM LITIGAION EXPENSES.	BILLABLE	7/15/2026	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Settlement REVIEW DECLARATION OF ALVIN LINDSAY IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT.	BILLABLE	7/15/2026	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit
Analysis/Strategy LEGAL RESEARCH	BILLABLE	7/15/2026	0.8	\$1,400.00	\$1,120.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement All activities directed specifically to settlement. Encompasses planning for and participating in settlement discussions, conferences, and hearings and implementing a settlement. Covers pursuing and participating in mediation and other non-binding ADR procedures. Also includes pre-litigation demand letters and ensuing discussions.	BILLABLE	7/15/2026	2.6	\$1,400.00	\$3,640.00	Katherine J. Odenbreit
Settlement DRAFT MOTION FOR APPROVAL OF PAGA SETTLEMENT.	BILLABLE	7/15/2026	3.1	\$1,400.00	\$4,340.00	Katherine J. Odenbreit
Settlement REVIEW AMENDMENT TO PAGA SETTLEMENT.	BILLABLE	7/13/2026	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	7/13/2026	0.4	\$1,400.00	\$560.00	Katherine J. Odenbreit
Settlement EMAIL EXCHANGE WITH COUNSEL REGARDING AMENDMENT TO PAGA SETTLEMENT.	BILLABLE	7/13/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement DRAFT MOTION FOR APPROVAL OF PAGA SETTLEMENT.	BILLABLE	7/13/2026	2.6	\$1,400.00	\$3,640.00	Katherine J. Odenbreit
Settlement DRAFT MOTION FOR APPROVAL OF PAGA SETTLEMENT.	BILLABLE	7/10/2026	2.2	\$1,400.00	\$3,080.00	Katherine J. Odenbreit
Settlement TELEPHONE CALL WITH DEREK SACHS REGARDING SETTLEMENT APPROVAL.	BILLABLE	6/26/2026	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL TO CLIENT.	BILLABLE	6/23/2026	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit
Communicate (with client) DRAFT EMAIL TO JULIAN MAHONEY REGARDING CALL WITH CLIENT.	BILLABLE	6/23/2026	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit
Settlement REVIEW/REVISE NOTICE OF PAGA SETTLEMENT.	BILLABLE	6/22/2026	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit
Settlement REVISE PLAINTIFF DECLARATION IN SUPPORT OF APPROVAL OF PAGA SETTLEMENT.	BILLABLE	6/22/2026	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement DRAFT EMAIL TO CO-COUNSEL REGARDING PAGA SETTLEMENT APPROVAL MOTION.	BILLABLE	6/22/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO JULIAN MAHONEY TO SCHEDULE CALL WITH CLIENT.	BILLABLE	6/22/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement DRAFT FURTHER REVISION TO AMENDMENT TO PAGA SETTLEMENT AGREEMENT.	BILLABLE	6/22/2026	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO DEREK SACHS REGARDING AMENDMENT TO PAGA SETTLEMENT AGREEMENT.	BILLABLE	6/22/2026	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO MIKE SUTHERLAND AT APEX ADMINISTRATORS FOR UPDATED PAGA SETTLEMENT BID.	BILLABLE	6/12/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement REVIEW AMENDMENT TO SETTLEMENT AGREEMENT FROM CO-COUNSEL.	BILLABLE	6/12/2026	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement DRAFT EMAIL TO CO-COUNSEL REGARDING AMENDMENT TO SETTLEMENT AGREEMENT.	BILLABLE	6/12/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Court Mandated Conferences DRAFT JOINT CMC STATEMENT.	BILLABLE	6/11/2026	0.8	\$1,400.00	\$1,120.00	Katherine J. Odenbreit
Court Mandated Conferences DRAFT EMAIL TO DEREK SACHS WITH DRAFT JOINT CMC STATEMENT	BILLABLE	6/11/2026	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO CO-COUNSEL REGARDING AMENDMENT TO SETTLEMENT AGREEMENT.	BILLABLE	6/11/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Pleadings EMAIL EXCHANGE WITH JULIAN MAHONEY REGARDING FILING CONSOLIDATED COMPLAINT.	BILLABLE	6/11/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement EMAIL EXCHANGE WITH JULIAN MAHONEY REGARDING AMENDED CONSOLIDATED COMPLAINT.	BILLABLE	6/5/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement REVIEW/RESPOND TO EMAIL FROM DEREK SACHS REGARDING AMENDED PAY PERIODS.	BILLABLE	6/5/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement TELEPHONE CALL WITH DEREK SACHS REGARDING UPDATED PAGA PAY PERIODS AND SETTLEMENT.	BILLABLE	6/4/2026	0.6	\$1,400.00	\$840.00	Katherine J. Odenbreit
Settlement TELEPHONE CALL WITH CO-COUNSEL MARTA MANUS REGARDING SETTLEMENT.	BILLABLE	6/3/2026	0.4	\$1,400.00	\$560.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO DEREK SACHS REGARDING UPDATED PAGA PERIODS.	BILLABLE	6/2/2026	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit
Analysis/Strategy DRAFT EMAIL TO CO-COUNSEL TO SCHEDULE CALL.	BILLABLE	6/2/2026	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit
Settlement REVIEW/RESPOND TO EMAIL FROM CO-COUNSEL REGARDING SETTLEMENT.	BILLABLE	5/29/2026	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement DRAFT EMAIL TO DEREK SACHS REGARDING UPDATED PAGA PAY PERIODS.	BILLABLE	5/29/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement EMAIL EXCHANGE WITH DEREK SACHS REGARDING UPDATED EMPLOYEE DATA.	BILLABLE	5/7/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement TELEPHONE CALL TO DEREK SACHS REGARDING UPDATED PAY PERIODS AND STATUS CONFERENCE.	BILLABLE	4/6/2026	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit
Settlement TELEPHONE CALL WITH DEREK SACHS REGARDING AMENDED SETTLEMENT AGREEMENT.	BILLABLE	3/11/2026	0.4	\$1,400.00	\$560.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO CO-COUNSEL AL LINDSAY REGARDING AMENDED SETTLEMENT.	BILLABLE	3/11/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement TELEPHONE CALL WITH DEREK SACHS REGARDING SETTLEMENT.	BILLABLE	3/10/2026	0.4	\$1,400.00	\$560.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Communicate (with client) CALL WITH CLIENT.	BILLABLE	3/10/2026	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO CO-COUNSEL AL LINDSAY.	BILLABLE	3/10/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement EMAIL EXCHANGE WITH DEREK SACHS REGARDING CONFERENCE CALL.	BILLABLE	3/9/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement EMAIL EXCHANGE WITH AL LINDSAY REGARDING RELATED PAGA CASE.	BILLABLE	3/9/2026	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Settlement DRAFT DECLARATION FOR PLAINTIFF CRUZ	BILLABLE	3/6/2026	1	\$1,400.00	\$1,400.00	Katherine J. Odenbreit
Communicate (with client) DRAFT EMAIL TO CLIENT.	BILLABLE	3/6/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO CO-COUNSEL REGARDING NOTICE TO AGGRIEVED EMPLOYEES.	BILLABLE	3/6/2026	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement DRAFT EMAIL TO CO-COUNSEL REGARDING MOTION FOR APPROVAL OF SETTLEMENT.	BILLABLE	3/6/2026	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit
Settlement EMAIL EXCHANGE WITH DEREK SACHS REGARDING CONSOLIDATED COMPLAINT.	BILLABLE	3/5/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO AL LINDSAY REGARDING REVIEW OF CONSOLIDATED COMPLAINT.	BILLABLE	3/2/2026	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit
Pleadings DRAFT STIPULATION FOR LEAVE TO FILE CONSOLIDATED COMPLAINT.	BILLABLE	3/2/2026	1	\$1,400.00	\$1,400.00	Katherine J. Odenbreit
Pleadings DRAFT PROPOSED ORDER GRANTING LEAVE TO FILE CONSOLIDATED COMPLAINT.	BILLABLE	3/2/2026	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO DEREK SACHS WITH STIPULATION TO FILE CONSOLIDATED COMPLAINT.	BILLABLE	3/2/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement DRAFT MOTION FOR APPROVAL OF PAGA SETTLEMENT.	BILLABLE	3/2/2026	2.7	\$1,400.00	\$3,780.00	Katherine J. Odenbreit
Settlement REVIEW JUDGE REYES TENTATIVE RULINGS.	BILLABLE	2/27/2026	0.7	\$1,400.00	\$980.00	Katherine J. Odenbreit
Settlement DRAFT MOTION FOR APPROVAL OF PAGA SETTLEMENT.	BILLABLE	2/27/2026	2.8	\$1,400.00	\$3,920.00	Katherine J. Odenbreit
Settlement DRAFT MOTION FOR APPROVAL OF PAGA SETTLEMENT.	BILLABLE	2/26/2026	1.2	\$1,400.00	\$1,680.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT CRUZ.	BILLABLE	2/9/2026	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Pleadings DRAFT CONSOLIDATED PAGA COMPLAINT.	BILLABLE	1/29/2026	3.7	\$1,400.00	\$5,180.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO CO-COUNSEL WITH CONSOLIDATED PAGA COMPLAINT.	BILLABLE	1/29/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Pleadings DRAFT CONSOLIDATED PAGA COMPLAINT.	BILLABLE	1/28/2026	2.4	\$1,400.00	\$3,360.00	Katherine J. Odenbreit
Pleadings DRAFT CONSOLIDATED PAGA COMPLAINT.	BILLABLE	1/27/2026	1.8	\$1,400.00	\$2,520.00	Katherine J. Odenbreit
Pleadings REVIEW CRUZ AND CORTEZ PAGA NOTICE LETTERS.	BILLABLE	1/20/2026	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit
Pleadings DRAFT CONSOLIDATED PAGA COMPLAINT.	BILLABLE	1/20/2026	1	\$1,400.00	\$1,400.00	Katherine J. Odenbreit
Communicate (with client) REVIEWED PAGA SETTLEMENT WITH CLIENT.	BILLABLE	11/13/2025	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit
Settlement REVIEW/RESPOND TO EMAIL FROM DEREK SACHS REGARDING PAGA SETTLEMENT AGREEMENT.	BILLABLE	11/11/2025	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement EMAIL EXCHANGE WITH AL LINDSAY REGARDING SETTLEMENT AGREEMENT.	BILLABLE	10/7/2025	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement REVIEW PAGA SETTLEMENT AGREEMENT.	BILLABLE	10/7/2025	0.6	\$1,400.00	\$840.00	Katherine J. Odenbreit
Settlement DRAFT STIPULATION TO DISMISS ARBITRATION PROCEEDNG.	BILLABLE	8/5/2025	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	6/26/2025	0.4	\$1,400.00	\$560.00	Katherine J. Odenbreit
Analysis/Strategy TELEPHONE CALL WITH CO-COUNSEL REGARDING SETTLEMENT.	BILLABLE	6/5/2025	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO DEREK SACHS WITH PLAINTIFFS' SETTLEMENT OFFER.	BILLABLE	6/5/2025	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Analysis/Strategy REVIEW MEDIATION NOTES, CLIENT'S DAMAGE CALCULATIONS AND POSSIBLE SETTLEMENT SCENARIOS.	BILLABLE	6/4/2025	0.7	\$1,400.00	\$980.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement DRAFT STIPULATION TO CONTINUE EVIDENTIARY HEARING.	BILLABLE	4/29/2025	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit
Settlement REVIEW/RESPOND TO EMAILS FROM DEREK SACHS REGARDING SETTLEMENT.	BILLABLE	4/29/2025	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Analysis/Strategy EMAIL EXCHANGE WITH CO- COUNSEL REGARDING SETTLEMENT DISCUSSIONS.	BILLABLE	4/29/2025	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	4/15/2025	0.4	\$1,400.00	\$560.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	4/14/2025	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit
Settlement ZOOM MEETING WITH ALL COUNSEL REGARDING POTENTIAL SETTLEMENT.	BILLABLE	3/4/2025	0.4	\$1,400.00	\$560.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Court Mandated Conferences ARBITRATION STATUS CONFERENCE WITH ARBITRATOR RUTTER.	BILLABLE	2/20/2025	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Court Mandated Conferences DRAFT EMAIL TO DEREK SACHS REGARDING STATUS CONFERENCE AND SETTLEMENT DISCUSSIONS.	BILLABLE	2/19/2025	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit
Analysis/Strategy REVIEW DOCUMENTS PRODUCED BY DEFENDANT.	BILLABLE	2/19/2025	0.8	\$1,400.00	\$1,120.00	Katherine J. Odenbreit
Analysis/Strategy REVIEW RELATED CASE DOCKETS.	BILLABLE	2/19/2025	0.6	\$1,400.00	\$840.00	Katherine J. Odenbreit
Document Production PREPARE CLAIMANT DISCLOSURES AND DOCUMENT PRODUCTION.	BILLABLE	2/10/2025	2.2	\$1,400.00	\$3,080.00	Katherine J. Odenbreit
Document Production REVIEW DOCUMENTS PROVIDED BY CLIENT.	BILLABLE	2/6/2025	1.6	\$1,400.00	\$2,240.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	2/6/2025	1.1	\$1,400.00	\$1,540.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	2/2/2025	0.9	\$1,400.00	\$1,260.00	Katherine J. Odenbreit
Document Production REVIEW PROPOSED PROTECTIVE ORDER.	BILLABLE	12/17/2024	0.6	\$1,400.00	\$840.00	Katherine J. Odenbreit
Document Production DRAFT EMAIL TO DEREK SACHS REGARDING DOCUMENT PRODUCTION AND INITIAL DISCLOSURES.	BILLABLE	12/17/2024	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	12/13/2024	0.4	\$1,400.00	\$560.00	Katherine J. Odenbreit
Court Mandated Conferences INITIAL SCHEDULING CONFERENCE WITH ARBITRATOR.	BILLABLE	11/14/2024	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Analysis/Strategy TELEPHONE CALL WITH DEREK SACHS REGARDING ARBITRATOR SELECTION.	BILLABLE	10/3/2024	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	9/3/2024	0.4	\$1,400.00	\$560.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	8/20/2024	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit
Pleadings EMAIL EXCHANGE WITH VANESSA ACEVES REGARDING SUBMISSION OF DEMAND FOR ARBITRATION.	BILLABLE	8/20/2024	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Analysis/Strategy REVIEW NAM'S ARBITRATION RULES.	BILLABLE	8/15/2024	0.7	\$1,400.00	\$980.00	Katherine J. Odenbreit
Pleadings REVIEW RIGHT TO SUE LETTER.	BILLABLE	8/15/2024	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Pleadings DRAFT DEMAND FOR ARBITRATION.	BILLABLE	8/15/2024	0.8	\$1,400.00	\$1,120.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Court Mandated Conferences COURT APPEARANCE: FUIRTHER CMC.	BILLABLE	4/22/2024	0.6	\$1,400.00	\$840.00	Kevin Mahoney
Court Mandated Conferences DRAFT JOINT CASE MANAGEMENT CONFERENCE STATEMENT.	BILLABLE	4/12/2024	0.5	\$1,400.00	\$700.00	Kevin Mahoney
Court Mandated Conferences DRAFT EMAIL TO OPPOSING COUNSEL REGARDING JOINT CMC STATEMENT.	BILLABLE	4/12/2024	0.1	\$1,400.00	\$140.00	Kevin Mahoney
Settlement ATTEND MEDIATION	BILLABLE	2/13/2024	7.1	\$1,400.00	\$9,940.00	Kevin Mahoney
Communicate (with client) CLIENT CALL RE: MEDIATION	BILLABLE	2/12/2024	0.4	\$1,400.00	\$560.00	Kevin Mahoney
Settlement DRAFT MEDIATION BRIEF	BILLABLE	2/11/2024	3.6	\$1,400.00	\$5,040.00	Kevin Mahoney
Settlement REVIEW DOCS PRODUCED BY DEFENDANT IN ADVANCE OF MEDIATION	BILLABLE	2/11/2024	0.9	\$1,400.00	\$1,260.00	Kevin Mahoney

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement EMAIL EXCHANGE W/ EXPERT IN ADVANCE OF MEDIATION	BILLABLE	2/11/2024	0.2	\$1,400.00	\$280.00	Kevin Mahoney
Settlement DRAFT MEDIATION BRIEF	BILLABLE	2/9/2024	1.2	\$1,400.00	\$1,680.00	Kevin Mahoney
Court Mandated Conferences COURT APPEARANCE: FURTHER CASE MANAGEMENT CONFERNCE.	BILLABLE	1/16/2024	0.6	\$1,400.00	\$840.00	Kevin Mahoney
Settlement CALL W/ CO COUNSEL AND OPC RE: SCOPE OF MEDIATION	BILLABLE	1/8/2024	0.4	\$1,400.00	\$560.00	Kevin Mahoney
Court Mandated Conferences FINALIZE JOINT CMC STATEMENT.	BILLABLE	1/2/2024	0.3	\$1,400.00	\$420.00	Kevin Mahoney
Court Mandated Conferences EMAIL EXCHANGE WITH PARALEGAL REGARDING FILING JOINT CMC STATEMENT.	BILLABLE	1/2/2024	0.2	\$1,400.00	\$280.00	Kevin Mahoney
Court Mandated Conferences DRAFT JOINT CMC STATEMENT.	BILLABLE	12/29/2023	0.5	\$1,400.00	\$700.00	Kevin Mahoney

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Court Mandated Conferences DRAFT EMAIL TO OPPOSING COUNSEL WITH DRAFT JOINT CMC STATEMENT.	BILLABLE	12/29/2023	0.1	\$1,400.00	\$140.00	Kevin Mahoney
Court Mandated Conferences COURT APPEARANCE: FURTHER CASE MANAGEMENT CONFERENCE.	BILLABLE	9/19/2023	0.4	\$1,400.00	\$560.00	Kevin Mahoney
Court Mandated Conferences EMAIL EXCHANGE WITH PARALEGAL REGARDING FILING JOINT CMC STATEMENT.	BILLABLE	8/31/2023	0.2	\$1,400.00	\$280.00	Kevin Mahoney
Court Mandated Conferences REVIEW/FINALIZE JOINT CMC STATEMENT.	BILLABLE	8/30/2023	0.4	\$1,400.00	\$560.00	Kevin Mahoney
Court Mandated Conferences DRAFT JOINT CMC STATEMENT.	BILLABLE	8/28/2023	0.6	\$1,400.00	\$840.00	Kevin Mahoney
Analysis/Strategy REVIEW ORDER GRANTING DEFENDANT'S MOTION TO COMPEL ARBITRATION.	BILLABLE	3/24/2023	0.4	\$1,400.00	\$560.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Dispositive Motions REVIEW PROPOSED ORDER RE MOTION TO COMPEL ARBITRATION LODGED BY DEFNDANT.	BILLABLE	3/20/2023	0.3	\$1,400.00	\$420.00	Kevin Mahoney
Dispositive Motions COURT APPEARANCE: DEFENDANT'S MOTION TO COMPEL ARBITRATION.	BILLABLE	3/9/2023	0.5	\$1,400.00	\$700.00	Kevin Mahoney
Court Mandated Conferences COURT APPEARANCE: CASE MANAGEMENT CONFERENCE	BILLABLE	3/3/2023	0.4	\$1,400.00	\$560.00	Kevin Mahoney
Analysis/Strategy REVIEW DEFENDANT'S REPLY RE MOTON TO COMPEL ARBITRATION.	BILLABLE	3/2/2023	1.1	\$1,400.00	\$1,540.00	Katherine J. Odenbreit
Court Mandated Conferences EMAIL EXCHANGE WITH DEREK SACHS REGARDING CMC STATEMENT.	BILLABLE	2/24/2023	0.2	\$1,400.00	\$280.00	Kevin Mahoney
Dispositive Motions REVIEW/FINALIZE OPPOSITION TO MOTION TO COMPEL ARBITRATION.	BILLABLE	2/23/2023	2.1	\$1,400.00	\$2,940.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Dispositive Motions DRAFT OPP TO MTC ARB	BILLABLE	2/22/2023	2.5	\$400.00	\$1,000.00	Raleigh P. Dixon
Court Mandated Conferences PREPARE DRAFT JOINT CMC STATEMENT.	BILLABLE	2/22/2023	0.7	\$1,400.00	\$980.00	Katherine J. Odenbreit
Dispositive Motions DRAFT OPP TO MTC ARB	BILLABLE	2/12/2023	4	\$1,400.00	\$5,600.00	Kevin Mahoney
Dispositive Motions DRAFT/REVISE OPP TO MTC ARB	BILLABLE	2/6/2023	3.5	\$1,400.00	\$4,900.00	Kevin Mahoney
Analysis/Strategy REVIEW DEFENDANT'S MOTION TO COMPEL ARBITRATION.	BILLABLE	2/3/2023	1.6	\$1,400.00	\$2,240.00	Katherine J. Odenbreit
Analysis/Strategy MEETING WITH KEVIN MAHONEY AND RALEIGH DIXON REGARDING MOTION TO COMPEL ARBITRATION.	BILLABLE	2/3/2023	1	\$1,400.00	\$1,400.00	Katherine J. Odenbreit
Analysis/Strategy EDIT PAGA LETTER	BILLABLE	8/25/2022	0.3	\$1,400.00	\$420.00	Kevin Mahoney

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Pleadings DRAFT CLASS COMPLAINT, RESEARCH PAGA CASES AND COMPANY DBA	BILLABLE	8/23/2022	1.9	\$1,400.00	\$2,660.00	Kevin Mahoney
			103.80		\$142,820.00 USD	

EXHIBIT F

EXPENSE	STATUS	DATE	PRICE	TOTAL	QTY	BILLED BY
Electronic Service Provider ONE LEGAL: 08484868 EFILING CHARGE - CASE MANAGEMENT CONFERENCE STATEMENT FILED	BILLABLE	6/12/2026	\$24.73	\$24.73	1	Gamaliel Fajardo
Electronic Service Provider ONE LEGAL: 08486135 EFILING CHARGE - AMENDED COMPLAINT FILED	BILLABLE	6/12/2026	\$24.73	\$24.73	1	Gamaliel Fajardo
Electronic Service Provider ONE LEGAL: 08482584 EFILING CHARGE - CASE MANAGEMENT CONFERENCE STATEMENT FILED	BILLABLE	6/11/2026	\$24.73	\$24.73	1	Gamaliel Fajardo
Electronic Service Provider ONE LEGAL: 08139266 EFILING CHARGE - STIPULATION FILED RE:, STIPULATION AND ORDER	BILLABLE	3/11/2026	\$1,081.46	\$1,081.46	1	Gamaliel Fajardo
Postage STATUS UPDATE FROM KM	BILLABLE	11/5/2025	\$0.74	\$0.74	1	Gamaliel Fajardo
Electronic Service Provider ONE LEGAL: 06600904 EFILING CHARGE - CASE MANAGEMENT CONFERENCE STATEMENT FILED	BILLABLE	12/3/2024	\$19.31	\$19.31	1	Mariana D Melgar
Electronic Service Provider ONE LEGAL: 06599304 EFILING CHARGE - NOTICE OF REMOTE APPEARANCE	BILLABLE	12/2/2024	\$19.31	\$19.31	1	Bryan A Miranda

EXPENSE	STATUS	DATE	PRICE	TOTAL	QTY	BILLED BY
Courtfees ONE LEGAL: 05931576 EFILING CHARGE - PROOF OF ELECTRONIC SERVICE	BILLABLE	4/19/2024	\$19.10	\$19.10	1	Bryan A Miranda
Courtfees ONE LEGAL: 05929201 EFILING CHARGE - CASE MANAGEMENT CONFERENCE STATEMENT FILED	BILLABLE	4/18/2024	\$19.10	\$19.10	1	Bryan A Miranda
Litigation Support Litigation Support: McKelvey Resolution - INV. no 5110 paid via CC	BILLABLE	4/8/2024	\$2,750.00	\$2,750.00	1	Janice Mahoney
Experts JT CALCS: 240212 OFF-CLOCK HOURS CLAIM - ANALYSIS OF TIME PUNCH RECORDS FOCUSED ON SHIFT STRATIFICATION AND MEAL BREAK VIOLATIONS	BILLABLE	2/15/2024	\$1,450.00	\$1,450.00	1	Bryan A Miranda
Electronic Service Provider ONE LEGAL - CASE MANAGEMENT CONFERENCE STATEMENT FILED INV# 21925202 CK# PAID CC	BILLABLE	1/9/2024	\$17.04	\$17.04	1	Monique Flores
Electronic Service Provider ONE LEGAL - CASE MANAGEMENT CONFERENCE STATEMENT INV# 21126862 CK# PAID CC	BILLABLE	9/1/2023	\$17.04	\$17.04	1	Monique Flores

EXPENSE	STATUS	DATE	PRICE	TOTAL	QTY	BILLED BY
Postage FED EX SHIP TO: DEREK S. SACHS LEWIS BRISBOIS BRISGAARD & SMITH LLC 2020 WEST EL CAMINO AVENUE STE. 700 SACRAMENTO, CA 95833 TRACKING: 771405307074 CK# PAID MLG FED EX ACCOUNT	BILLABLE	3/3/2023	\$33.27	\$33.27	1	Monique Flores
Electronic Service Provider ONE LEGAL - DECLARATION OF INV# 19897922 CK# PAID CC	BILLABLE	2/27/2023	\$17.04	\$17.04	1	Monique Flores
Electronic Service Provider ONE LEGAL - OPPOSITION FILE INV# 19897735 CK# PAID CC	BILLABLE	2/27/2023	\$17.04	\$17.04	1	Monique Flores
Postage FED EX SHIP TO: DEREK S. SACHS, ESQ LEWIS BISBOIS BISGAARD & SMITH LLP 2020 WEST EL CAMINO AVE. STE. 700 SACRAMENTO, CA 95833 TRACKING: 771077623949 CK# PAID MLG FED EX ACCOUNT	BILLABLE	1/19/2023	\$28.96	\$28.96	1	Mariana D Melgar
Electronic Service Provider ONE LEGAL - PROOF OF SERVICE INV# 19308510 CK# PAID CC	BILLABLE	11/21/2022	\$16.57	\$16.57	1	Monique Flores

EXPENSE	STATUS	DATE	PRICE	TOTAL	QTY	BILLED BY
Delivery services/messengers BOSCO LEGAL SERVICES INC. - SERVE: CAMBRIDGE REAL ESTATE SERVICES, INC. DBA CAMBRIDGE RES, INC. , SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET ADR, INV# 7942723 CK# PAID CC	BILLABLE	11/11/2022	\$164.30	\$164.30	1	Alicia Chavez
Electronic Service Provider ONE LEGAL - COMPLEX CASE DESIGNATION, PLAINTIFF, CIVIL CASE COVER SHEET, SUMMONS ISSUED AND FILED INV# 19211818 CK# PAID CC	BILLABLE	11/8/2022	\$1,494.06	\$1,494.06	1	Monique Flores
Courtfees LWDA ONLINE - PAGA LETTER FEES ORDER# ORD-000191220 CK# PAID CC	BILLABLE	8/25/2022	\$75.00	\$75.00	1	Monique Flores
				\$7,313.53 USD		

EXHIBIT G

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **July 21, 2026**, I served [X] true copies [] originals of the following document(s):
DECLARATION OF KATHERINE J. ODENBREIT IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT AGREEMENT. I served the document(s) on the person(s) below as follows:

Derek S. Sachs, Esq. Elaine McCormick, Esq. O'HAGAN MEYER LLP One Embarcadero Center, Suite 2100 San Francisco, CA 94111	Attorneys for Defendant CAMBRIDGE REAL ESTATE SERVICES, INC. Telephone: (916) 564-5400 Facsimile: (916) 564-5444 Email: dsachs@ohaganmeyer.com emccormick@ohaganmeyer.com kjanus@ohaganmeyer.com
David Yeremian, Esq. DAVID YEREMIAN & ASSOCIATES, INC. 250 N. Madison Ave. Pasadena, CA 91101	Co-Counsel for Plaintiffs JULIO ANDRES CRUZ and ALBERTO C. CORTEZ Telephone: (818) 962-6465 Facsimile: (818) 962-6469 Email: david@yeremianlaw.com
Emil Davtyan, Esq. Alvin B. Lindsay, Esq. D.LAW, INC. 250 N. Madison Ave. Pasadena, CA 91101	Co-Counsel for Plaintiffs JULIO ANDRES CRUZ and ALBERTO C. CORTEZ Telephone: (818) 962-6465 Facsimile: (818) 962-6469 Email: Emil@d.law a.lindsay@d.law

The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address julian.mahoney@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **July 21, 2026**, at Long Beach, California.



Julian Mahoney