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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

**[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL SETTLEMENT,
AWARD OF ATTORNEYS' FEES, COSTS
AND PAGA REPRESENTATIVE SERVICE
AWARD AND ENTRY OF JUDGMENT**

Hearing Date: August 12 2026

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

Department: 16

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12 Attorneys for Plaintiff ALBERTO C. CORTEZ,
13 on behalf of himself and all others similarly aggrieved employees

On August 12, 2026, at 9:00 a.m. in Department 16, Plaintiffs Julio Andres Cruz (“Cruz”) and Alberto C. Cortez (“Cortez”, collectively referred to as “Plaintiffs”) unopposed Motion for Approval of the Parties’ PAGA Settlement Agreement (“Settlement Agreement”) entered into by and between Plaintiffs, as representatives of the State of California and other allegedly aggrieved employees of defendant Cambridge Real Estate Services, Inc. dba Cambridge Res., Inc. (“Defendant” or “Cambridge”) (Plaintiffs and Defendant collectively referred to herein as “the Parties”), and Defendant came before the Court for hearing pursuant to the Private Attorney General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiffs appeared via their counsel (“PAGA Counsel”) and counsel also appeared for Defendant. There were no other appearances and no objections to the Motion by the State through the California Labor and Workforce Development Agency (“LWDA”). Having considered the Motion, the Settlement Agreement, all supporting documents, the arguments of counsel, and GOOD CAUSE having been shown, Plaintiffs’ Motion is GRANTED.

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

1. This Order incorporates the Settlement Agreement between Plaintiff, on behalf of herself, Aggrieved Employees, and the State of California, on the one hand, and Defendant, on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto and over all parties to the Action.

2. “Aggrieved Employees” 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 January 20, 2026.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$460,733.00 (“Gross Settlement Amount”), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a Settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary, oppressive, or

1 confiscatory. The Settlement reached was a result of serious and non-collusive, arms-length
2 negotiations. The Court, therefore, approves the Settlement as set forth in the Settlement
3 Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in
4 the Settlement Agreement.

5 4. The Court hereby finds that Plaintiff's notice of the proposed Settlement
6 submitted to the Labor and Workforce Development Agency ("LWDA") fully and adequately
7 complied with the notice requirements of California Labor Code § 2699.

8 5. Effective on the date when Defendant fully funds the Gross Settlement Amount,
9 Plaintiff, Aggrieved Employees, and the State of California shall be bound by the release set
10 forth in the Settlement Agreement as follows: any and all claims, rights, or causes of action
11 seeking civil penalties under PAGA that were alleged or reasonable could have been alleged for
12 PAGA penalties on violations of the following Labor Code provisions: 201, 202, 203, 204,
13 206.5, 210, 226, 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1,
14 1198, 1198.5, 1199, 2802, 2810.5, and any applicable IWC Wage Order and any other
15 violations of the Labor Code that reasonably could have been alleged based on the facts alleged
16 in the August 25, 2022 PAGA Notice filed by Plaintiff Cruz and the October 7, 2022 PAGA
17 Notice filed by Plaintiff Cortez and/or the Consolidated Complaint. This Settlement does not
18 cover any employees' individual claims, including Plaintiffs' individual claims.

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

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

27 7. Pursuant to the terms of the Settlement, the Court approves Emil Davtyan, David
28 Yermian, Alvin B. Lindsay, Enoch J. Kim, and Marta Manus of D.Law, Inc. and Kevin

1 Mahoney and Katherine J. Odenbreit of Mahoney Law Group, APC as PAGA Counsel.

2 8. Pursuant to the terms of the Settlement, the Court awards a PAGA Counsel Fees
3 Payment in the amount of **\$153,562.31**, to be paid out of the Gross Settlement Amount, as final
4 payment for and satisfaction of any and all attorneys' fees arising out of the Action. PAGA
5 Counsel Fees will be paid by the administrator as follows: 50% of the awarded Fees to D.Law,
6 Inc., 50% of the awarded Fees to Mahoney Law Group, APC.

7 9. The Court awards a PAGA Counsel Litigation Expenses Payment in the amount
8 of **\$14,200.00** to be paid out of the Gross Settlement Amount, as final payment for and
9 complete satisfaction of any and all attorneys' costs arising out of the Action. The Litigation
10 Costs will be paid by the Administrator as follows: \$6,645.76 to D.Law, Inc., and \$7,554.24 to
11 Mahoney Law Group, APC.

12 10. The Court awards Plaintiffs Cruz and Cortez the amount of \$5,000.00 each as a
13 PAGA Representative Service Award. The amount of \$10,000.00 for the Service Awards shall
14 be paid out of the Gross Settlement Amount.

15 11. The Court appoints Apex Class Action, LLC ("Apex") to serve as the
16 Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards
17 administration-related payments in the amount of **\$4,990.00** as compensation for its fees and
18 costs in administering this Settlement. This amount is to be paid out of the Gross Settlement
19 Amount.

20 12. Pursuant to the terms of the Settlement Agreement, the Net PAGA Penalties of
21 approximately **\$277,680.69** shall be allocated to the PAGA Settlement Payment as follows:
22 75% (**\$208,260.51**) allocated to the LWDA and 25% (**\$69,420.18**) allocated to the Aggrieved
23 Employees and will be paid out pursuant to the method set forth in the Settlement Agreement
24 for calculating Aggrieved Employees' Share.

25 13. Defendant will not be required to pay any additional amounts in connection with
26 the Settlement other than those amounts specifically set forth in the Settlement Agreement and
27 this Order.

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1 14. The Court hereby approves the Notice of PAGA Representative Action
2 Settlement (“Notice”) to be mailed to the Aggrieved Employees along with the Aggrieved
3 Employee’s Share by the Administrator.

4 15. The Court hereby authorizes Apex to submit to the LWDA the payment as set
5 forth in the Settlement.

6 16. This Judgment is intended to be a final disposition of the above-captioned action
7 in its entirety and is intended to be immediately appealable. Subject to the Court’s continuing
8 jurisdiction as set forth above, the Court directs the clerk of the Court to enter Judgment.

9 17. As the Judgment is consistent with the terms of the Settlement Agreement, the
10 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
11 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
12 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include
13 any waiver of the right to oppose such motions, writs, or appeals. If another individual or entity
14 who is not a Party to this Agreement appeals the Judgment, the Parties’ obligations to perform
15 under the Settlement Agreement will be suspended until such time as the appeal is finally
16 resolved and the Judgment becomes final.

17 16. The Parties shall file a joint status report and declaration from the Administrator by
18 _____, advising the Court of the distribution of settlement funds.

19 17. A hearing Re: Compliance with PAGA Settlement is scheduled for
20 _____, at _____. in Department 16.

21
22 **IT IS SO ORDERED.**

23
24 DATED: _____, 2026

25 Hon. Benjamin T. Reyes, II
26 Judge of the Superior Court
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