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

MATTHEW MENDOZA, on behalf of
himself, the State of California, and all
Aggrieved Employees,

Plaintiff,

vs.

CORPORATE BROKERS, LLC dba KEN
TENTIAL, a limited liability company; and
DOES 1 through 100, Inclusive,

Defendants.

Case No. 25STCV09105

REPRESENTATIVE ACTION

*[Assigned for all purposes to the
Hon. Jon R. Takasugi, Dept. 309]*

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
AWARD**

Reservation ID: 650483313518

Date: August 13, 2026

Time: 8:30 a.m.

Dept.: 309

Action Filed: March 27, 2025

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on August 13, 2026, at 8:30
2 a.m. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents and
3 evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(s)(2). Good cause appearing therefor, the Court
9 hereby GRANTS Plaintiff Matthew Mendoza's ("Plaintiff") Motion for Approval of Claims
10 under the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as: all current and former employees
12 employed by Defendant Corporate Brokers, LLC, dba Tential ("Defendant") at any time during
13 the PAGA Period.

14 2. The "PAGA Period" means April 5, 2023 to February 5, 2025.

15 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
16 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
17 terms.

18 4. The Court orders that Defendant shall deposit the PAGA Gross Settlement
19 Amount of \$200,000.00 into an account established by the Settlement Administrator, pursuant to
20 the terms of the Settlement, within twenty (20) days of the Effective Date as defined in the
21 Settlement.

22 5. The Court hereby approves the Explanatory Letter submitted by the parties and
23 included as Exhibit A to the Settlement.

24 6. The Court hereby appoints Phoenix Settlement Administrators. as the Settlement
25 Administrator.

26
27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement Agreement, attached as Exhibit 1 to the Declaration of Tuvia Korobkin submitted
concurrently with the Motion.

1 7. Within twenty (20) days after the date of this Order, Defendant shall provide the
2 Settlement Administrator with the Aggrieved Employee Data, which shall consist of Aggrieved
3 Employees' full name, last known mailing addresses, number of pay periods worked during the
4 PAGA Period, and Social Security numbers, pursuant to the terms of the Settlement.

5 8. The Settlement Administrator is directed to mail the Individual PAGA Payments
6 and the Explanatory Letter to the Aggrieved Employees within fourteen (14) days of receipt of
7 the Gross Settlement Amount being fully funded and receiving approval from the Parties of the
8 payment calculations, pursuant to the terms of the Settlement.

9 9. The Court finds that attorneys' fees in the amount of one-third of the Gross
10 Settlement Amount (currently estimated to be \$66,666.66) for Plaintiff's counsel, and
11 reimbursement of litigation costs of \$12,021.86 to Plaintiff's counsel, are fair, reasonable, and
12 adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
13 Counsel as provided for in the Settlement Agreement.

14 10. The Court orders that the Settlement Administrator shall be paid \$2,500.00 for all
15 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

16 11. The Court finds that the requested Incentive Award of \$5,000.00 to Plaintiff is fair,
17 adequate, and reasonable in recognition of the unique contributions he has made and the risks he
18 undertook on behalf of the Aggrieved Employees and the State of California, and orders that the
19 Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
20 Agreement.

21 12. The Court finds that the amount of \$85,358.61, representing 75% of the
22 \$113,811.48 Net Settlement Amount allocated as PAGA civil penalties under the Settlement, to
23 be paid to the California Labor and Workforce Development Agency ("LWDA") as provided for
24 by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the
25 LWDA in accordance with the terms of the Settlement Agreement. Likewise, the Court finds that
26 the amount of \$28,452.87, representing 25% of the \$113,811.48 Net Settlement Amount allocated
27 as PAGA civil penalties under the Settlement to be paid to the Aggrieved Employees is fair,
28 adequate, and reasonable.

1 13. Pursuant to Section 8 of the Settlement, if the number of Pay Periods worked by
2 Aggrieved Employees during the PAGA Period exceeds 10% greater than 1,544, then Defendant
3 has the option to either (i) increase the Gross Settlement Amount by the percentage increase over
4 10% (e.g., if the number of Pay Periods is 11% greater than 1,544, the Gross Settlement Amount
5 will increase by 1%), or (ii) truncate the end of the PAGA Period so that the number of Pay
6 Periods no longer exceeds 10% greater than 1,544. If this provision is triggered and Defendant
7 elects the former option, then the amounts for attorneys' fees, the Net Settlement Amount, and
8 the amounts paid to the LWDA and Aggrieved Employees from the Net Settlement Amount shall
9 be modified accordingly, pursuant to the terms of the Settlement. If Defendant elects the latter
10 option, then the PAGA Period shall end on the truncated end date, and the Explanatory Letter to
11 Aggrieved Employees shall indicate such revised date as the end of the PAGA Period.

12 14. The Court approves the scope of the release as set forth in the Settlement.
13 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and
14 Aggrieved Employees will have released all of the PAGA Released Claims against Defendant
15 which were resolved as part of the Settlement. The PAGA Released Claims include all claims
16 alleged in the Complaint, or that reasonably could have been alleged based on the facts stated in
17 the Complaint and in the PAGA Notice, including all PAGA claims seeking civil penalties
18 premised upon: (1) failure to timely pay all final wages due at the end of employment, (2) failure
19 to maintain accurate records, (3) failure to reimburse all necessary business expenditures, and (4)
20 all other claims for civil penalties recoverable under the PAGA based on the facts or claims
21 alleged in the PAGA Notice and Complaint, arising from Aggrieved Employees' employment
22 with Defendant during the PAGA Period. The release of the PAGA Released Claims shall extend
23 for the duration of the PAGA Period.

24 15. Upon the occurrence of the Effective Date, the Court permanently enjoins and
25 forever bars Plaintiff or the Aggrieved Employees from instituting or prosecuting any of the
26 PAGA Released Claims against Defendant which were resolved as part of the Settlement. Without
27 affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction to
28 enforce the terms of the Settlement.

1 16. Plaintiff shall file a declaration confirming the final distribution of funds on or
2 before 12/15/2026, 2026.

3 17. The final compliance hearing shall be held on 1/25/2027, 2026.

4 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

5 Dated: 08/13/2026



By: _____

Honorable Jon R. Takasugi
Judge of the Superior Court

Jon R. Takasugi / Judge