

AMENDMENT TO PAGA SETTLEMENT AND RELEASE

This Amendment to Class Action and PAGA Settlement Agreement (the “Amendment”) is made by and between Plaintiffs Julio Andres Cruz (“Plaintiff Cruz”) and Alberto Cortez (“Plaintiff Cortez”) (hereinafter “Plaintiffs”) and Defendant Cambridge Real Estate Services, Inc. (“Defendant”), by and through their respective undersigned duly authorized representatives. This Amendment amends certain terms of the Class Action and PAGA Settlement and Release (the “Settlement Agreement”) fully executed by Plaintiffs and Defendant on or about November 13, 2025, in accordance with Section XV, paragraph 52 of the Settlement Agreement.

RECITALS

- A. Pursuant to Section XV, paragraph 52 of the Settlement Agreement, the Settlement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto.
- B. On the dates recorded on the signature pages below, the Parties executed this Amendment to PAGA Settlement and Release (“Amendment”).

The Parties, by and through their respective undersigned duly authorized representatives, hereby agree as follows:

I. AMENDMENTS

Section 1, paragraph 5 of the Settlement Agreement is hereby deleted and replaced with the following:

5. For purposes of this settlement, 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 January 20, 2026.

Section 1, paragraph 7 of the Settlement Agreement is hereby deleted and replaced with the following:

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 Cortez will be added to Plaintiff Cruz's PAGA Only Complaint given that the great majority of potential class members had signed arbitration agreements.

Section II, paragraph 1 of the Settlement Agreement is hereby deleted and replaced with the following:

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 January 20, 2026.

Section II, paragraph 6 of the Settlement Agreement is hereby deleted and replaced with the following:

6. "PAGA Counsel" shall refer to David Yeremian of David Yeremian and Associates, Inc.; Emil Davtyan, Alvin B. Lindsay, Enoch J. Kim, and Marta Manus of D.Law, Inc.; and Kevin Mahoney and Katherine Odenbreit from Mahoney Law Group, APC.

Section II, paragraph 8 of the Settlement Agreement is hereby deleted and replaced with the following:

8. "Covered Period" or "PAGA Period" shall mean the period from August 25, 2021, through January 20, 2026.

Section II, paragraph 17 of the Settlement Agreement is hereby deleted and replaced with the following:

17. “Gross Settlement Amount” or “GSA” shall mean and refer to the \$460,733.00 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 \$10,000.000) 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 distributed and none will revert to Defendant.

Section III, paragraph 27 of the Settlement Agreement is hereby deleted and replaced with the following:

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 \$460,733.00 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 (\$153,562.31);
- (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.

Section III, paragraph 30 of the Settlement Agreement is hereby deleted and replaced with the following:

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 \$153,562.31. 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.

Section IV, paragraph 32 of the Settlement Agreement is hereby deleted and replaced with the following:

32. Release by State of California on Behalf of Aggrieved Employees: Upon the approval by the Court of this Settlement, the State of California as to claims for civil penalties for each Aggrieved Employee, for the period from August 25, 2021 through January 20, 2026, shall fully release and forever discharge the Released Parties from all Covered Claims.

Section VI, paragraph 41 of the Settlement Agreement is hereby deleted and replaced with the following:

41. Escalator Clause. Defendant represented that there were approximately 206 Aggrieved Employees and approximately 8,590 pay periods as of January 20, 2026. If the number of pay periods as of Court approval of settlement, exceeds the estimate of 8,590 pay periods by more than 10% (e.g. if there are more than 9,449 pay periods), Defendant 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 10,308 pay periods, the Gross Settlement Amount shall be increased by 20% $((10,308 \text{ pay periods} / 8,590 \text{ estimated pay periods} \times 100\%) - 10\%)$, 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.

Section VII, paragraph 43 of the Settlement Agreement is hereby deleted and

replaced with the following:

43. In conjunction with the Motion for Approval of PAGA Settlement, the Parties will submit a Final Judgment requesting the entry of judgment on the PAGA claims in the amount of \$460,733.00 in favor of Plaintiff and the State of California.

Section XVI, paragraph 60 of the Settlement Agreement is hereby deleted and replaced with the following:

60. The Contra Costa 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.

II. EFFECT OF AMENDMENT

Except as and to the extent expressly modified by this Amendment, the Settlement Agreement, as so amended, will remain in full force and effect in all respects. Each reference to the “Settlement Agreement” in the Settlement Agreement will refer to the Settlement Agreement as amended by the Amendment.

III. COUNTERPARTS

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed signature page of this Amendment by facsimile or other electronic means shall be as effective as delivery of a manually executed signature page of this Settlement Agreement.

replaced with the following:

43. In conjunction with the Motion for Approval of PAGA Settlement, the Parties will submit a Final Judgment requesting the entry of judgment on the PAGA claims in the amount of \$460,733.00 in favor of Plaintiff and the State of California.

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SIGNATURES

DATED: 07 / 13 / 2026, 2025

Julio Andres Cruz

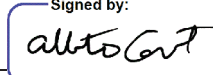
JULIO ANDRES CRUZ
as PAGA Representative

SIGNATURES

DATED: _____, 2025

JULIO ANDRES CRUZ
as PAGA Representative

DATED: 7/13/2026, 2025

Signed by:


ALBERTO CORTÉZ
as PAGA Representative

DATED: 7/22/2026, 2025



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

APPROVED AS TO FORM AND CONTENT:

DATED: _____

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

DATED: 7/14/2026



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

DATED: July 22, 2026



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

DATED: _____, 2025

ALBERTO CORTEZ
as PAGA Representative

DATED: 7/22/2026, 2025



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

APPROVED AS TO FORM AND CONTENT:

DATED: July 13, 2026

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: _____

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