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as an individual and on behalf of the State of California
and all Aggrieved Employees

[**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.
Department: 16

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

Plaintiffs Julio Andres Cruz and Alberto C. Cortez, as individuals, and on behalf of others similarly situated ("Plaintiffs") move for approval of Private Attorneys General Act ("PAGA") Settlement entered with Defendants Cambridge Real Estate Services, Inc. dba Cambridge Res, Inc. ("Defendants"). Having considered the Motion, the Settlement Agreement, all supporting documents, Plaintiffs' Motion is GRANTED. The Court's Tentative Ruling is attached hereto as **Exhibit 1**.

1. This Order incorporates the Settlement Agreement between Plaintiffs, on behalf of themselves, 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 four hundred sixty thousand seven hundred thirty-three dollars ($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 confiscatory. The Settlement reached was a result of serious and non-collusive, arms-length negotiations. The Court, therefore, approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

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

5. Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiffs, Aggrieved Employees, and the State of California shall be bound by the release set

forth in the Settlement Agreement as follows: any and all claims, rights, or causes of action seeking civil penalties under PAGA that were alleged or reasonable could have been alleged for PAGA penalties 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 on the facts alleged in the August 25, 2022 PAGA Notice filed by Plaintiff Cruz and the October 7, 2022 PAGA Notice filed by Plaintiff Cortez and/or the Consolidated Complaint. This Settlement does not cover any employees' individual claims, including Plaintiffs' individual claims.

"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.

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

7. Pursuant to the terms of the Settlement, the Court approves Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, and Marta Manus of D.Law, Inc. and Kevin Mahoney and Katherine J. Odenbreit of Mahoney Law Group, APC as PAGA Counsel.

8. Pursuant to the terms of the Settlement, the Court awards a PAGA Counsel Fees Payment in the amount of one hundred fifty-three thousand five hundred sixty-two dollars thirty-one cents (**$153,562.31)**, to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorneys' fees arising out of the Action. PAGA Counsel Fees will be paid by the administrator as follows: 50% of the awarded Fees to D.Law, Inc., 50% of the awarded Fees to Mahoney Law Group, APC.

9. The Court awards a PAGA Counsel Litigation Expenses Payment in the amount of fourteen thousand two hundred dollars **($14,200.00)** to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action. The Litigation Costs will be paid by the Administrator as follows: six thousand

six hundred forty-five dollars seventy-six cents ($6,645.76) to D.Law, Inc., and seven thousand five hundred fifty-four dollars twenty-four cents ($7,554.24) to Mahoney Law Group, APC.

10. The Court awards Plaintiffs Cruz and Cortez the amount of five thousand dollars (**$5,000.00**) each as a PAGA Representative Service Award. The amount of ten thousand dollars (**$10,000.00**) for the Service Awards shall be paid out of the Gross Settlement Amount.

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

12. Pursuant to the terms of the Settlement Agreement, the Net PAGA Penalties of approximately two hundred seventy-seven thousand six hundred eighty dollars sixty-nine cents (**$277,680.69)** shall be allocated to the PAGA Settlement Payment as follows: 75% two hundred eight thousand two hundred sixty dollars fifty-one cents (**$208,260.51**) allocated to the LWDA and 25% sixty-nine thousand four hundred twenty dollars eighteen cents (**$69,420.18)** allocated to the Aggrieved Employees and will be paid out pursuant to the method set forth in the Settlement Agreement for calculating Aggrieved Employees' Share.

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

14. The Court hereby approves the Notice of PAGA Representative Action Settlement ("Notice") to be mailed to the Aggrieved Employees along with the Aggrieved Employee's Share by the Administrator.

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

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

17. As the Judgment is consistent with the terms of the Settlement Agreement, 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. If another individual or entity who is not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform under the Settlement Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

18. Notwithstanding any contrary provision in the settlement agreement, 5% of the attorneys' fees are to be withheld by the administrator until released by the Court after review of the compliance statement.

19. The Court may issue a release of attorneys' fees through an unreported minute order without a hearing upon review of the compliance statement representing full compliance with the Court's Final Order Approving Settlement.

20. A hearing Re: Compliance with PAGA Settlement has been reserved by Plaintiffs and is scheduled for April 28, 2027, at 9:00 a.m. in Department 16.

21. Plaintiffs shall file a joint status report and declaration from the Administrator nine (9) court days before the compliance hearing.

IT IS SO ORDERED.

DATED: 8/13/2026, 2026

Hon. Benjamin T. Reyes II

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

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 16
JUDICIAL OFFICER: BENJAMIN T REYES II
HEARING DATE: 08/12/2026

INSTRUCTIONS FOR CONTESTING TENTATIVE RULINGS
IN DEPARTMENT 16

The tentative ruling will become the ruling of the Court unless by 4:00 P.M. of the Court day preceding the hearing, notice is given of an intent to argue the matter. Counsel or self-represented parties must email Department 16 (Dept16@contracosta.courts.ca.gov) to request argument and **must specify, in detail, what provision(s) of the tentative ruling they intend to argue and why**. Counsel or self-represented parties requesting argument must advise all other counsel and self-represented parties by no later than 4:00 P.M. of their decision to argue, and of the issues to be argued. Failure to timely advise the Court and counsel or self-represented parties will preclude any party from arguing the matter. (Pursuant to Local Rule 3.43(2).)

The prevailing party must prepare and e-file a proposed order after hearing in accordance with CRC 3.1312. The order must include appearances. If the tentative ruling becomes the Court's ruling, a copy of the Court's tentative ruling **must be attached to the proposed order** when submitted to the Court for issuance of the order.

ALL APPEARANCES TO ARGUE WILL BE IN PERSON OR BY ZOOM, PROVIDED THAT PROPER NOTIFICATION IS RECEIVED BY THE DEPARTMENT AS PER ABOVE.
Zoom link-
https://www.zoomgov.com/j/1619504895?pwd=N0V1N3JFRnJ0TEVoSDNrTGRzakF3UT09
ID: 161 950 4895
Password: 812674

Courtroom Clerk's Session

1. 9:00 AM CASE NUMBER: C22-02342
CASE NAME: JULIO CRUZ VS. CAMBRIDGE REAL ESTATE SERVICES, INC.

FILED BY:
TENTATIVE RULING:*
This case management conference ("CMC") trails the hearing for Line 5. Since no appearance is required for Line 5, this case management conference is **vacated**.

2. 9:00 AM CASE NUMBER: C25-00893
CASE NAME: JESSE DAVIS VS. KATHRYNE DANIELS

FILED BY:
TENTATIVE RULING:*
This case management conference ("CMC") trails the hearing for Line 13. The parties are ordered to appear via Zoom or in person, unless the tentative ruling for the motion is uncontested. If the

tentative ruling is uncontested, this CMC is vacated.

3. 9:00 AM CASE NUMBER: C25-02151
CASE NAME: JUSTIN MIDYETT VS. PACIFIC GAS AND ELECTRIC COMPANY

FILED BY:
TENTATIVE RULING:*
This case management conference ("CMC") trails the hearing for Line 14. The parties are ordered to appear via Zoom or in person, unless the tentative ruling for the motion is uncontested. If the tentative ruling is uncontested, this CMC is vacated.

4. 9:00 AM CASE NUMBER: C25-03107
CASE NAME: RENE MACHADO VS. VALUE PLUMBING CO.

FILED BY:
TENTATIVE RULING:*
This case management conference ("CMC") trails the hearing for Line 15. The parties are ordered to appear via Zoom or in person, unless the tentative ruling for the motion is uncontested. If the tentative ruling is uncontested, this CMC is vacated.

Law & Motion

5. 9:00 AM CASE NUMBER: C22-02342
CASE NAME: JULIO CRUZ VS. CAMBRIDGE REAL ESTATE SERVICES, INC.
A MOTION FOR APPROVAL OF PAGA SETTLEMENT (SET BY THE COURTROOM)
FILED BY:
TENTATIVE RULING:*
Summary

Plaintiffs Julio Andres Cruz and Alberto C. Cortez, as individuals, and on behalf of others similarly situated ("Plaintiffs") move for approval of Private Attorneys General Act ("PAGA") Settlement entered with Defendants Cambridge Real Estate Services, Inc. dba Cambridge Res, Inc. ("Defendants"). The Motion is **granted** as follows. No appearance is required at the hearing on August 12, 2026.

Background

This is a representative settlement of claims brought under the California Private Attorneys General Act ("PAGA") by Plaintiffs on behalf of the State of California against Defendants. The settlement resolves representative PAGA claims on behalf of all non-exempt employees who worked for Defendant in California during the period from August 25, 2021 through January 20, 2026 ("Aggrieved Employees"). The settlement expressly does not resolve or release any individual wage-and-hour claims of Plaintiffs or other employees.
Defendant has agreed to pay a non-reversionary Gross Settlement Amount ("GSA") of **$460,733.00**.

The agreement also contains an escalator provision: if the number of covered pay periods exceeds 8,590 by more than 10%, Defendant must either proportionally increase the GSA (subject to the agreement's formula) or shorten the covered period to avoid triggering the escalator.

From the Gross Settlement Amount, Plaintiffs seek approval of the following deductions: (a) attorneys' fees of **$153,562.31** (one-third of the GSA); (b) litigation costs of **$14,200.00**; (c) representative service awards of **$5,000.00** to each Plaintiff, for a total of **$10,000.00**; and (d) settlement administration costs not to exceed **$4,990.00**. The remaining balance constitutes the Net Settlement Amount ("NSA").

The NSA will be distributed pursuant to Labor Code section 2699 as applicable to this action: **75%** of the NSA will be paid to the California Labor and Workforce Development Agency (LWDA), and **25%** will be distributed among Aggrieved Employees on a pro rata basis according to the number of pay periods each employee worked during the covered period.

The settlement administrator, Apex Class Action, LLC, will mail notices and settlement payments to Aggrieved Employees in both English and Spanish within fifteen days after receipt of the settlement funds. Settlement checks will remain negotiable for 180 days. Any uncashed funds attributable to Aggrieved Employees will be transmitted to the California State Controller's Unclaimed Property Fund in the employee's name.

The settlement releases only representative PAGA claims for civil penalties arising from the Labor Code violations alleged or that reasonably could have been alleged based upon the operative PAGA notices and consolidated complaint. The release does not extend to employees' individual claims for damages or other personal relief. Because this is a PAGA representative action, Aggrieved Employees have no right to opt out of or object to the settlement.

Plaintiffs contend the settlement represents a substantial recovery in light of the litigation risks. They estimate the maximum potential PAGA exposure at approximately **$859,000**, discounted to a realistic potential recovery of approximately **$644,250** after accounting for disputed liability, proof issues, and the Court's discretion to reduce civil penalties under Labor Code section 2699(e)(2). The proposed GSA of **$460,733.00** represents approximately **71.5%** of that discounted valuation.

Plaintiffs request an award of **$153,562.31** in attorneys' fees, representing one-third of the Gross Settlement Amount. Counsel contend the request is reasonable under both the percentage-of-the-fund method and a lodestar cross-check. Counsel report collectively expending **353.7 hours**, generating a lodestar of approximately **$460,607.40**, substantially exceeding the requested fee and resulting in a negative multiplier.

Plaintiffs also seek reimbursement of **$14,200.00** in litigation costs, representing expenses incurred in prosecuting the action, with the majority attributable to mediation and related litigation activities. Plaintiffs assert these expenses were reasonably and necessarily incurred and are recoverable under the settlement agreement. Separately, Apex Class Action, LLC seeks approval of administration costs not to exceed **$4,990.00** for performing notice, payment, calculation, address verification, LWDA payment, and related settlement administration services.
Finally, Plaintiffs request representative service awards of **$5,000.00** each for Cruz and Cortez in

recognition of their service as PAGA representatives. Subject to approval of the requested fees, costs, service awards, and administration expenses, Plaintiffs request entry of an order approving the settlement as fair, reasonable, and adequate, and directing implementation of its terms.

Analysis

Settlements in PAGA cases must be approved by the court. (Labor Code § 2699(s)(2).) Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (Id., at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees[.]" (Id., at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. *Neary v. Regents of University of California* (1992) 3 Cal.4th 273. Nonetheless, the court should not approve an agreement contrary to law or public policy. *Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127. Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." *California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664. As a result, courts have specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose." *Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 63.)

Application to this settlement

Plaintiffs claim that the settlement is fair and was evaluated by counsel based on adequate information and arms-length negotiation, which included the assistance of an experienced mediator, Hon. Brendon McKelvey (ret.). Counsel estimate that the maximum theoretical value for their penalty claims (not including "stacking"), was $859,000 based on 8.590 pay periods. Of course, some reduction must be made for the strength of the case, and the time and expense of obtaining recovery. Even assuming success on the merits of each claim, PAGA gives the court discretion to reduce penalties for a variety of reasons, including where "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory." (Labor Code, § 2699(e)(2).) These factors make the result hard to predict.

Labor Code section 2699(k)(1) provides that a prevailing employee in a PAGA action may recover attorney's fees. Plaintiffs seek $153,562.31, or 33.3% of the total settlement amount as fees, relying on the "common fund" theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half Interna*tional (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (Id., at 505.) Although *Lafitte* concerns a class action, not a PAGA-only case, this Court views the use of a lodestar cross-check as appropriate here. Counsel's declaration have provided a lodestar estimate, which results in a negative implied multiplier. No adjustment is required.

The statute does not expressly address how the 25% plaintiff's share of the penalties is to be allocated among all of the aggrieved employees. (*Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 382.) One court has held, however, that the entire 25% share of penalties could not be awarded to the plaintiff. (*Moorer v. Noble L.A. Events, Inc*. (2019) 32 Cal.App.5th 736, 742-743.) In *Moorer*, the plaintiff had a claim worth about $9,500, yet was collecting penalties of $148,000, and keeping the entire employee share, causing the court to be concerned that the plaintiff had lost sight of the fact that the purpose of the action is to benefit the public, not private parties. Allocation based on pay periods is reasonable here.

Costs of **$14,200.00** are sought. This amount at first seems large but is largely attributable to the cost of private mediation. Given that professional private mediation generally is necessary to resolve these types of matters, the Court finds the expenses are reasonable and are approved. The administrator's costs of $**$4,990.00** are reasonable and are approved.

<u>Ruling</u>

1. The Court finds that the proposed settlement is sufficiently fair, reasonable, and adequate to justify approval. The motion is **<u>granted</u>**.
2. Counsel are directed to prepare an order reflecting this ruling, the other findings in the previously submitted proposed order lodged on July 21, 2026 attaching a copy of this ruling. If there is a conflict in the proposed order and this ruling, the terms of this ruling shall prevail.
3. Counsel are ordered to obtain a compliance hearing date for from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs' counsel are ordered to joint status report and declaration by the administrator at least nine court days before the compliance hearing date/
4. Notwithstanding any contrary provision in the settlement agreement, 5% of the attorneys' fees are to be withheld by the administrator until released by the Court after review of the compliance statement.
5. The Court may issue a release of attorneys' fees through an unreported minute order without a hearing upon review of the compliance statement representing full compliance with the Court's Final Order Approving Settlement.
6. No appearance is required at the hearing on August 12, 2026.

6. 9:00 AM CASE NUMBER: C23-01650
CASE NAME: JASON BROERS VS. NAGINA PROPERTY MANAGEMENT LLC
FINAL APPROVAL - SET BY THE COURTROOM
FILED BY:
<u>*TENTATIVE RULING:*</u>
<u>Summary</u>

Plaintiff Jason Broers, individually and on behalf of the putative class, ("Plaintiff") move for final approval of the class action and PAGA settlement against Defendant Nagina Property Management, LLC ("Defendant"). This motion is **<u>granted</u>** as set forth herein. No appearance is required at the hearing on August 12, 2026.