

BRADLEY/GROMBACHER, LLP

Marcus Bradley, Esq. (SBN 174156)
Kiley Grombacher, Esq. (SBN 245960)
31355 Oak Crest Drive, Suite 210
Westlake Village, CA 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589
E-mail: mbradley@bradleygrombacher.com
E-mail: kgrombacher@bradleygrombacher.com

MAJARIAN LAW GROUP APC

Garen Majarian, Esq. (SBN 334104)
Sahag Majarian, II, Esq. (SBN 146621)
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 263-7343
Facsimile: (818) 609-0892
E-Mail: garen@majarianlawgroup.com
E-Mail: sahagii@aol.com

Attorneys for Plaintiff JOSE LUIS DE JESUS JIMENEZ
on behalf of himself and others similarly situated

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

JOSE LUIS DE JESUS JIMENEZ, on behalf of
himself and all others similarly situated,

Plaintiffs,

v.

GRACE STAFFING LLC., a California limited
liability company; RADIANT SERVICES
CORP., a California corporation; and DOES 1 to
10, inclusive,

Defendants.

Case No. 23STCV10897

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

HEARING INFO

Date: September 2, 2026
Time: 10:00 a.m.
Dept.: 7

FILED
Superior Court of California
County of Los Angeles
09/02/2026

David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

1 **[PROPOSED] ORDER AND JUDGMENT**

2 This matter came on regularly for hearing before this Court on September 2, 2026, at
3 10:00 a.m. in Department 7 of the Los Angeles Superior Court, Spring Street Courthouse,
4 pursuant to California Rule of Court 3.769 and this Court's January 15, 2026 Order Granting
5 Plaintiff's Motion for Preliminary Approval of the Class Action and PAGA Settlement
6 ("Preliminary Approval Order"). Having considered Plaintiff's Motion for Final Approval and the
7 supporting documents filed therewith, and in recognition of the disputed factual and legal issues
8 involved in the case, the risks of further litigation to all sides, and the benefits to be received by
9 the Class and Aggrieved Employees pursuant to the Settlement, the Court hereby makes a final
10 ruling that the Settlement is fair, reasonable, and adequate, and is the product of good faith,
11 arm's-length negotiations between the Parties, and to that end, **HEREBY ENTERS**
12 **JUDGMENT** as follows:

13 1. This Judgment incorporates by reference the definitions in the Settlement
14 Agreement, which is titled "CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND
15 CLASS NOTICE" ("Settlement Agreement" or "Settlement") which was attached to the
16 Declaration of Marcus J. Bradley in Support of Preliminary Approval of Class Action Settlement
17 as Exhibit 1. All terms defined therein shall have the same meaning as set forth in the Settlement
18 Agreement.

19 2. The conditional class certification contained in the Preliminary Approval Order is
20 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
21 Class consisting of all current and former non-exempt, hourly paid employees who worked for
22 Defendants Grace Staffing LLC and Radiant Services Corp. and were assigned to work at radiant
23 Services Corp in California during the period from and including May 15, 2019, through June 22,
24 2025.

25 3. To that end, the Court finds that (a) the members of the Class are ascertainable and
26 so numerous that joinder of all members is impracticable; (b) there are questions of law and/or
27 fact common to the Class, and there is a well-defined community of interest among members of
28

1 the Class with respect to the subject matter of the litigation; (c) the claims of the Class
2 Representative are typical of the claims of the members of the Class; (d) the Class Representative
3 has fairly and adequately protected the interests of the Class; (e) a class action is superior to other
4 available methods for an efficient adjudication of this controversy; and, (f) that Class Counsel is
5 qualified to serve as counsel for the Class Representative and the Class.

6 4. Additionally, the Court finds aggrieved employees, for purposes of the Settlement
7 only, a representative group under the Private Attorneys General Act (“PAGA”) consisting of all
8 current and former non-exempt, hourly paid employees who worked for Defendants Grace
9 Staffing LLC and Radiant Services Corp. and were assigned to work at radiant Services Corp in
10 California during the period from and including June 11, 2022 through June 22, 2025.

11 5. Plaintiff Jose Luis De Jesus Jimenez is hereby confirmed as the Class
12 Representative, and Marcus J. Bradley of Bradley/Grombacher, LLP and Sahag Majarian II of
13 Majarian Law Group, APC are hereby confirmed as Class Counsel.

14 6. The Court finds the Court Approved Class Notice and its distribution to Class
15 Members have been implemented pursuant to the Settlement and the Court’s Preliminary
16 Approval Order. The Court finds the Class Notice:

17 a. constitutes notice reasonably calculated to apprise Class Members and
18 Aggrieved Employees of: (i) pendency of the lawsuit; (ii) material terms and provisions of the
19 Settlement and their rights; (iii) their right to object to any aspect of the Settlement; (iv) their right
20 to exclude themselves from the Settlement; (v) their right to receive settlement payments; (vi)
21 their right to appear at the Final Approval Hearing; and (vii) binding effect of the orders and
22 judgment in the lawsuit, whether favorable or unfavorable, on all Participating Class Members;

23 b. constitutes notice that fully satisfied the requirements of Code of Civil
24 Procedure section 382, California Rule of Court 3.769, and due process;

25 c. constitutes the best practicable notice to Class Member under the
26 circumstances of the lawsuit; and

27 d. constitutes reasonable, adequate, and sufficient notice to the Class.
28

1 7. The Court finds that no member of the Class (“Class Member”) has objected to the
2 settlement, or disputed the Class Pay Period or PAGA Pay Period count assigned to them in the
3 Class Notice issued by the Administrator. No objectors appeared at the duly noticed hearing on
4 the Parties’ Motion for Final Approval of Class Action Settlement.

5 8. The Court finds that no Class Members opted out of the Settlement by sending the
6 Administrator a valid and timely Request for Exclusion. The remaining Class Members are
7 Participating Class Members, bound by the terms of the Settlement and this Judgment. Non-
8 Participating Class Members who are Aggrieved Employees remain bound by this Judgment
9 insofar as it released claims held by Aggrieved Employees under the California Private Attorneys
10 General Act (“PAGA”).

11 9. The Court finds that given the absence of objections, and objections being a
12 prerequisite to appeal, this Final Order of Approval of Class Action Settlement and Judgment
13 shall be considered final as of the date this order is signed.

14 10. The Court orders that Defendants Grace Staffing LLC and Radiant Services Corp.
15 (respectively responsible for \$110,000.00 and \$40,000.00 of the Gross Settlement Sum) deposit
16 with the Administrator \$150,000.00, the Gross Settlement Amount (“GSA”) and any and all
17 employer payroll taxes owed on the Wage Portions of the Individual Class Payments no later than
18 twenty (20) calendar days after the Effective Date, in conformity with the terms of the Settlement.
19 The Court finds this amount is fair, reasonable, and adequate.

20 11. The Court finds that the Individual Class Payments and Individual PAGA
21 Payments provided for in the Settlement are fair, reasonable, and adequate, and orders the
22 Settlement Administrator to distribute such payments to the Participating Class Members and
23 Aggrieved Employees in conformity with the terms of the Settlement.

24 12. The Court finds that \$7,500.00 Class Representative Service Payment to Plaintiff
25 Jose Luis De Jesus Jimenez appropriate for his risks undertaken and service to the Class. The
26 Court finds that this payment is fair, reasonable, and adequate, and orders that the Administrator
27 make these payments to Plaintiff in conformity with the terms of the Settlement.
28

1 13. The Court finds that the \$49,950.00 Class Counsel Fees Payment and the
2 \$10,736.18 Class Counsel Litigation Expenses Payment are fair, reasonable, and adequate, and
3 orders the Administrator to distribute such payments to Class Counsel in conformity with the
4 terms of the Settlement.

5 14. The Court finds that payment to the Labor & Workforce Development Agency
6 (“LWDA”) in the amount of \$7,500.00 for the LWDA’s share of civil penalties under the
7 California Private Attorneys General Act (“PAGA”) is fair, reasonable, and adequate, and orders
8 the Administrator to make this payment to the LWDA in conformity with the terms of the
9 Settlement.

10 15. The Court finds that payment to the Aggrieved Employees in the amount of
11 \$2,500.00 for Aggrieved Employees’ share of civil penalties under PAGA is fair, reasonable, and
12 adequate, and orders the Administrator to make these payments to Aggrieved Employees in
13 conformity with the terms of the Settlement.

14 16. The Court orders the Administrator to make payment to itself in the amount of
15 \$9,950.00 for work it performed in administering this Settlement, finding the sum appropriate for
16 the work performed.

17 17. As of the date this Final Order of Approval of Class Action Settlement and
18 Judgment is signed:

19 a. Plaintiff and his respective former and present spouses, representatives,
20 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
21 Released Parties from all claims, transactions, or occurrences that occurred during the Class
22 Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
23 alleged, based on the facts contained, in the Class Action Complaint and (b) all PAGA claims that
24 were, or reasonably could have been, alleged based on facts contained in the Representative
25 Action Complaint, Plaintiff’s PAGA Notice, or ascertained during the Action and released under
26 6.2, below. (“Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims or actions to
27 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
28

1 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
2 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
3 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
4 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
5 notwithstanding such different or additional facts or Plaintiff's discovery of them.

6 b. All Participating Class Members and all Aggrieved Employees shall be
7 bound by a release of all claims alleged in the Operative Complaint or any of Plaintiff's PAGA
8 Notice(s), or which could have been alleged based on the facts alleged in the Operative
9 Complaint or any of Plaintiff's PAGA Notice(s), and which arose during the Class Period and
10 PAGA Period. Without limiting the foregoing, Released Claims shall include any and all claims
11 or causes of action regarding unpaid wages, including but not limited to failure to pay minimum
12 wages, straight time wages, overtime compensation, double-time compensation, and interest;
13 failure to timely pay regular and final wages; failure to provide compliant meal, rest, and/or
14 recovery periods; failure to pay premiums at all or at the correct rate for any violation of meal,
15 rest, and/or recovery period obligations; invalid meal period waivers or on-duty meal period
16 agreements; payment for all hours worked; wage statements and paystubs, including wage
17 statements and paystubs furnished or available in physical, electronic, or other forms; failure to
18 keep accurate records; failure to provide sick pay or COVID-19 supplemental paid sick leave;
19 claims for suitable seating or relating to excessive indoor heat; failure to provide notice of paid
20 sick time accrual; requiring a written agreement to any term or condition known to be prohibited
21 by law; unreimbursed business expenses; unfair business practices related thereto; and any and all
22 related penalties, including recordkeeping penalties, wage statement penalties, minimum wage
23 penalties, waiting time penalties, and other statutory or civil penalties associated with any of the
24 foregoing. Further, such Released Claims shall include, but are not limited to those claims arising
25 under California Labor Code sections 201, 202, 203, 204, 204b, 206, 207, 208, 210, 218.5, 218.6,
26 221, 222, 223, 225.5, 226, 226.3, 226.7, 246, subd. (i), 248.5, 256, 510, 512, 558.1, 1174, 1174.5,
27 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., and 2699 et seq., and/or those arising under
28

1 the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to
2 subsections 3, 4, 5, 7, 8, 9, 10, 11, 12, 18, and 20 of the applicable Wage Order(s), such as IWC
3 Wage Order 5-2001 [including the provisions of the California Code of Regulations codifying the
4 applicable Wage Order(s)]), California Business Professions Code §17200 et seq. (including,
5 without limitation, §§17200 through 17208); California Civil Code sections 3287 and 3289;
6 California Code of Civil Procedure section 1021.5; all claimed or unclaimed compensatory,
7 consequential, incidental, liquidated, punitive and exemplary damages, penalties, restitution,
8 interest, costs and attorneys' fees, injunctive or equitable relief, and any other remedies available
9 at law or equity, and other amounts recoverable under said claims under California law; and any
10 related claims under the provisions of the Fair Labor Standards Act (29 USC §§201, et seq.)
11 ("Released Claims").

12 c. The releases described herein are made as to the Released Parties. The
13 Released Parties shall consist of Defendant together with its present and former parents,
14 subsidiaries, affiliated entities, commonly owned or controlled entities, its present and former
15 owners, board members, officers, directors, trustees, shareholders, members, partners, employees,
16 agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and
17 assigns, franchisors, and any individual or entity to whom liability for the claims released by
18 Plaintiffs, Released Class Claims, or Released PAGA Claim could be assigned pursuant to Labor
19 Code §558.1, or on a joint-employer, alter-ego, or other vicarious liability theory ("Released
20 Parties").

21 d. The releases described herein, excluding Plaintiff's release, shall cover the
22 Class Period (for any released class claims) and the PAGA Period (for any claims being released
23 under PAGA), respectively.

24 e. These releases described herein shall subsequently be invalidated if, after the
25 Court's execution of this Final Order of Approval of Class Action Settlement and Judgment,
26 Defendant fails to fund the Gross Settlement Amount and employer-side payroll taxes per the
27 scheduled set forth herein.

1 18. The Court orders the Administrator to deposit any settlement funds that are
2 uncashed and cancelled after the void date to the State of California Unclaimed Property Fund
3 thereby leaving no “unpaid residue” in compliance with California Code of Civil Procedure §384.

4 19. This Final Order of Approval of Class Action and PAGA Settlement and Judgment
5 shall not constitute an admission by Defendants, nor shall it act as a finding on the merits of the
6 matter.

7 20. This document shall constitute a final judgment pursuant to California Rule of
8 Court 3.769(h).

9 21. The Court orders the Administrator to provide notice to Participating Class
10 Members and Aggrieved Employees that this Final Order of Approval of Class Notice and PAGA
11 Settlement and Judgment is posted on the Administrator’s website.

12 22. Class Counsel shall file a final report, supported by a declaration, summarizing all
13 distributions made pursuant to the Settlement. The Court sets a non-appearance date of September
14 2, 2027 ~~in~~ at 9:00 a.m. Department 7 for submission of the final report. The final report and supporting
15 declaration must be filed no later than five (5) court days before the non-appearance date. The
16 declaration shall state the date the checks were mailed, the total number of checks mailed to the
17 Class, the average amount of those checks, the number of checks that remain uncashed, the total
18 value of those uncashed checks, and the nature and date of the disposition of those unclaimed
19 funds.

20 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED**

21
22 DATED: 09/02/2026



A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner / Judge

Hon. Samantha Jessner
Los Angeles County Superior Court Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28